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Current Topics.

In Memoriam.

WE RECORD on another page the solemn and impressive service held at Westminster Abbey last Tuesday in memory of solicitors and articulated clerks who have fallen in the war—solicitors many of whom had done good work in their profession before their country called them to another field; others, and the articulated clerks, who were at the threshold of their career. Not a few seemed to have a brilliant future before them, and to those who knew them MILTON is the interpreter of loss—

"For Lycidas is dead, dead ere his prime,
Young Lycidas, and hath not left his peer."

But while death has levied a heavy toll on exceptional capacity, the loss is chiefly of men of ordinary mould, such as form the strength of the profession, who would have enriched it by qualities of temper and character, qualities which in warfare have taken the shape of high courage and willing obedience to duty. The cause for which they fought has triumphed, and they have not given their lives in vain. Nor, too, have those who in the ordering of the world were fated to be their foes, and by whose defeat, if events are guided right, a saner and happier social order will come to all the nations of Europe. For the best tribute that can be paid to their memory is to gather for all men, friends and foes, the fruits of peace. The Army of the Dead is not of one, but of many races and countries. But these are wider thoughts. Our immediate regrets are for our own dead, and it is their memory that will be prized.

"Life was to us a mist of intimations;

Death is a flash that shows us where we trod;
You, falling nobly for the righteous nations,
Reveal the unknown, the un hoped-for face of God.
After long toil, your labours shall not perish;
Through grateful generations yet to come
Your ardent gesture, dying, Love shall cherish,
And like a beacon you shall guide us home."

Problems of Reconstruction.

WE HAVE received further pamphlets in the series which the Ministry of Reconstruction are issuing on problems arising out of the resettlement of industry and social life. The first

two were "The Aims of Reconstruction" and "Housing in England and Wales." Others include "The Demobilization and Resettlement of the Army" (No. 3), "Guide to Work and Benefits for Soldiers and Civil War Workers" (No. 7), and "Resettlement of Civil War Workers" (No. 8). The general policy of the Ministry of Reconstruction was outlined by Dr. Addison at the luncheon given to him by the Aldwych Club on the 12th inst. They were, he said, desirous of securing as rapidly as possible the restoration of the trade and industries of the country, and the re-employment of the people in those trades and industries. One essential to the rapid restoration of industries is the process of demobilization of the forces. But it is proposed, in the main, to demobilize in accordance with industrial requirements rather than with military convenience. It will be seen from a notice we print elsewhere that the Law Society are taking steps to assist in and hasten the work of demobilization as regards solicitors and their clerks.

The Whitley Councils.

It is probable that no slight part will be played in the resettlement of industry by the joint industrial councils—the Whitley Councils, as they are called, after the chairman of the committee which outlined and recommended them. We gather that the idea of these councils was taken from the Control Board formed in Yorkshire to facilitate the control of the woollen and worsted industries. Purely official control was repugnant to Yorkshire ideas, and the difficulty was met by the formation of a Board of thirty-three, one-third being official members, one-third representing spinners and manufacturers, and one-third the trade unions. It seems that this Board has enabled the scheme of control to be carried out efficiently and without undue friction ("Past and Future," by Jason. Chatto & Windus, 1918). The idea of joint discussion by masters and men is at the root of the scheme of industrial councils, and of these a large number have already been formed. A list of them completed up to the 2nd inst. has been issued by the Ministry of Reconstruction. Since that date, we are informed, seven additional Inter-industrial Reconstruction Committees have been formed, and there are now twenty-nine of these committees at work, some of which are reaching the stage at which they will soon be convertible into full joint industrial councils. It will be for these councils to consider the conditions of an industry as a whole, in the interests both of employers and employed, and if by mutual confidence they can be successfully organized, they seem to have a wide prospect of usefulness before them. Perhaps it is not too much to say that they will form in the industrial world the happy medium between the rivalry of Capital and Labour on the one hand and the usurpation of the Soviet on the other. As an instance of the efforts which are being made to influence industries in favour of the establishment of the councils, we may refer to the circular which was recently sent out on behalf of employers and employed in the glove trade.

Licences to Assign Leases.

WE NOTE from the *Law Society's Gazette* for this month that a letter has been received by the Council from members of the Society instancing cases of hardship resulting from breach of covenant to assign a lease without leave, and urging that the Court should have power to relieve against all breaches of covenant in leases, and it was resolved that "the Council sympathize with the principle of the suggestion, and will keep it in mind in dealing with any future legislation which may be introduced." For some reason or other covenants against assigning were excepted from the provision for relief against forfeiture in section 14 of the Conveyancing Act, 1881, and though attention was strongly called to the resulting hardship by *Barrow v. Isaacs* (1891, 1 Q.B. 417), nothing has been done in the long period which has since elapsed. If by accident leave has not been asked, a forfeiture is irrevocably incurred, even though under the circumstances leave could not properly be refused. If leave is asked for and improperly refused,

then, under the ordinary form of covenant, the lessee can assign without leave, and, if this is not convenient, he can get, at the expense of the lessor, a declaration by the Court of his right to assign: *Young v. Ashley Gardens (Limited)* (1903, 2 Ch. 112); *West v. Gwynne* (1911, 2 Ch. 1). But all this is troublesome, and it is well worth consideration whether the matter cannot be put on a more satisfactory basis.

Mens rea and the Defence of the Realm Regulations

It is a general principle of our criminal law that a "guilty intent" is an essential ingredient in the concept of a criminal act. But sometimes the *mens rea* is implied in mere unintentional infringement of a statutory prohibition; the subject must take care to see that the law is not broken, and he omits the necessary precautions at his peril. In other cases the statute makes him liable even in the absence of either guilty intent or negligence on his part; for example, under the Licensing Act, and the Foods and Drugs Adulteration Acts, a master is usually criminally responsible for the breaches of his employees. Two recent decisions of the Court of Criminal Appeal have extended this rule to the case of shopkeepers whose servants infringe the prohibitions of the Food Controller. In *Buckingham v. Duck* (Times, 16th November) the servant had fraudulently effected a sale in breach of a Food Order with a dishonest intent; there the master was held responsible. He must provide honest servants at his peril or take the consequences. But in *Pearks Dairy (Limited) v. Tottenham Food Control Committee* (Times, 25th November) the servant had innocently infringed the Orders by selling an article at a price different from that fixed by the Food Controller. There was no *mens rea*, only a mistake, and justices—according to Mr. Justice DARLING, who delivered judgment in the Divisional Court on appeal by case stated—had only imposed a fine because otherwise they would have been attacked in the local press for shielding "profiteers." But, nevertheless, the general rule applied: there was a technical offence and the employer was responsible.

Solicitors' Cash Account.

A CASE of some importance to solicitors was decided in *Re Weatherley* (reported ante, p. 100), which was an application to discharge a writ of attachment issued against a solicitor by his client. An order had been made directing the solicitor to deliver to the client a cash account, shewing all moneys received by him for and on account of the client, and to pay the moneys due from him to the client. That order was made under ord. 52, r. 25, and in the form set out in Chitty's King's Bench Forms, 14th ed., p. 24. The order was not complied with and a writ of attachment was issued under which the solicitor was sent to prison. The solicitor then applied to the Court of Appeal to have the order set aside and the writ of attachment discharged on the ground that they were irregular and void. The Court allowed the appeal and directed the order and writ of attachment to be discharged. The ground upon which the decision was based was that, although the solicitor might perhaps have been attached for not delivering a cash account, he could not be attached for not paying "the moneys due from him" because no specific sum had been ascertained to be due; and therefore the order and writ were both bad because they included a matter for which a writ of attachment could not issue, and, as it involved the liberty of the subject, the Court could not sever the order and say that the solicitor was properly in prison for disobedience to that part of it which was good. It will be noticed that the Court was not called upon to decide, and did not expressly decide, that a solicitor can be attached for not delivering a cash account when ordered to do so. There seems to be no decided case directly in point, and that is perhaps due to the fact that there may be a difficulty in ordering delivery of a cash account apart from the bill of costs. It is true that under ord. 52, r. 25, the Court can order delivery of a list of moneys and securities held on behalf of the client, but that is not necessarily a cash account. The case above mentioned

also shows that the form in Chitty's King's Bench Forms, 14th ed., p. 24, is not to be relied on and needs reconsideration.

Sales of Goods by Parol.

THE FOURTH section of the Sale of Goods Act, 1893, like its predecessor, the seventeenth section of the Statute of Frauds, lends itself to fine distinctions. The case of *Davis v. Phillips* (1907, 24 T. L. R. 4), decided by Mr. Justice CHANNELL, and *Parker v. Crisp & Co.* (reported this week on another page), decided by the Divisional Court, may be taken as examples. In the first case the seller promptly returned the buyer's cheque, denying that there had been a verbal contract, and Mr. Justice CHANNELL held there was no payment to satisfy the fourth section. In the second case the Court held that the cheque amounted to payment. The difference taken was that the seller did not at once return the buyer's cheque, but said he would return it unless the buyer would give a higher price for the saccharine bought than he had agreed verbally to give. Was this an acceptance or refusal of the cheque? It would be difficult to say definitely either one way or the other. The Court accepted *Davis v. Phillips*, and at the same time held there was payment in *Parker v. Crisp*, by saying that in the first instance the verbal contract was denied, but in the second it was recognized; and the seller was simply retaining the cheque in order to bring pressure on the buyer to get a higher price than he was entitled to according to the verbal agreement.

The Bar and the Search for Appointments.

THE COMMITTEE of Inquiry into the Organization and Staffing of Government Offices have issued interim reports which suggest that there has been waste and extravagance in the organization and development of Government offices since the commencement of the war. These reports will be read with interest by those who have obtained appointments in the Departments referred to, including several members of the junior Bar; appointments which may possibly be sacrificed in the zeal for greater economy of administration. The salaries of Government officials do not offer the brilliant prizes supplied by the legal profession, but they have from time to time furnished a refuge to those members of the profession who have not followed it with success. The English Bar, like that of other countries, is overcrowded, and those who are tired of waiting for briefs are usually quite willing to exchange their uncertain prospects for an official career. This tendency is noticed by Sir WALTER SCOTT in his diary for 1825. "There is a maxim almost universal in Scotland which I should like much to see controlled. Every youth of every temper and almost every description of character is sent either to study for the Bar, or to a writer's office as an apprentice. The Scottish seem to conceive Themis the most powerful of goddesses. Is a lad stupid, the law will sharpen him—is he mercurial, the law will make him sedate—has he an estate, he may get a sheriffdom; or is he poor, the richest lawyers have emerged from poverty; is he a Tory, he may become a deputy advocate; is he a Whig, he may with far better hope expect to become, in reputation at least, that rising counsel Mr. —, when in fact he only rises at tavern dinners." Those who turn aside from the fascination of a Government appointment may comfort themselves with the example of Sir EDWARD CLARKE, who has told us how he took the opportunity of retiring from Government service in exchange for a gratuity, and applied the money which he received to defray his expenses of qualifying for the Bar.

Practical Joking.

LORD MACAULAY has expressed his opinion that a taste for severe practical jokes may be pardoned in a boy, but when habitually and deliberately indulged by a man of mature age and strong understanding is almost invariably the sign of a bad heart. This opinion will be accepted with some reservation. Practical joking is, more or less, prevalent among men of vigorous physique engaged in some joint occupation and with little or no opportunity for rational amusement. But it is occasionally dangerous to life and limb. We

have read how the handle of the door of a railway cabin was deliberately charged with an electric current, so that one of the employees, being in delicate health, sustained a severe shock, and died soon afterwards. How another was held over the railing of a bridge, and, falling through the hands of his tormentors, was drowned. How a third was hoisted aloft by a crane, and, falling from it, sustained permanent injury; and there are many similar cases in arbitrations under the Workmen's Compensation Act. These cases might, of course, be brought within the criminal law, and, if only from their evil example, deserve severe punishment, without any regard to the fact that the person injured is ready to forgive the injury.

Parties to Emergency Summonses.

WE report this week the case of *Re Hill's Application* in the Court of Appeal, but it does not seem to deal very clearly with the point of chief interest to practitioners, namely, the necessity for joining subsequent incumbrancers upon an application by a mortgagee under the Courts (Emergency Powers) Acts for leave to enforce his remedies. By section 1 (2) of the Act of 1914 it is provided that if, on any such application, the Court . . . is of opinion that time should be given to the person liable to make the payment on the ground that he is unable immediately to make the payment by reason of circumstances attributable, directly or indirectly, to the present war, the Court may, in its absolute discretion, after considering all the circumstances of the case and the position of all the parties, by order . . . defer the operation of "the remedies. The Acts, therefore, are passed for the protection of the person liable to make the payment, and relief is granted under them if the inability of such person to make the payment is due to the war. *Prima facie*, therefore, the mortgagor, since he is the person liable to make the payment, is the only person in whose favour relief can be given, and the only person who need be made a party to the application. And this was the view taken by EVE, J., when *Re Hill's Application* was before him (62 SOLICITORS' JOURNAL, p. 765). A puisne incumbrancer, he said, though he has a right to redeem, is under no obligation to pay the mortgage debt, and cannot properly be described as the person liable to make the payment. Hence he held that, in an application by the first mortgagees, the puisne incumbrancers were neither necessary nor proper parties to the proceedings.

It may well be that this represents the natural construction of the Act, and that it is also in accordance with general convenience; for in cases where there are several puisne incumbrancers the necessity for joining them all causes trouble and expense, and the expense, if the security is sufficient, falls ultimately on the mortgagor. But there may be cases in which there is no person liable to pay in this sense. The original mortgagor may be dead, and his personal estate may have been distributed; or the mortgage or charge may have been created without anyone becoming personally liable for the money secured; and then it is necessary to find a wider construction for the Act. A similar point has arisen in connection with acknowledgments of sums charged on land. By section 8 of the Real Property Limitation Act, 1874 (replacing section 40 of the Act of 1833), an acknowledgment in respect of a sum of money charged on land may be given by the person "by whom the same shall be payable or his agent." In *Toft v. Stephenson* (1 D. M. & G. 28) Lord CRANWORTH, L.J., pointed out that, in the case of an equitable lien, the person thus designated was the owner of the land:—

"The person designated in the fortieth section as the person by whom the money is payable must evidently mean, in the case of a claim by way of equitable lien, the person entitled to the land on which the charge is sought to be fixed. The money is payable by him in the only sense in which it is payable by anyone. Unless he pays it he will lose his land; and it is obviously in that sense that the statute in such a case speaks of the money as payable."

In that case a vendor's lien was in question, but the same principle would seem to apply to the Courts (Emergency

Powers) Acts, when it is a question of the owner of land being deprived of it under a sale or foreclosure by the mortgagee. If there is no one personally liable for the money secured, then the owner must be the debtor within the meaning of the Act; and having got so far, it is a natural extension to say that all the puisne incumbrancers are in the same sense debtors. If they do not pay, they will lose their securities. Hence in other parts of the Chancery Division a view differing from that of EVE, J., has prevailed, and in the chambers of other Judges, it is the practice to require all the incumbrancers to be served, and we presume this has the sanction of the Judges themselves; for we believe that the chambers of each pair of Judges form, as it were, independent principalities, and are guided by the opinion of their own Judges without regard to the decision of an outside Judge, save so far as this is adopted by their own Judge. However this may be, we understand that the practice in the different chambers on the above point varies.

Under these circumstances it was hoped that the difference would be definitely settled by the decision of the Court of Appeal, and it may be in practice that this will be the result, though all that the Court of Appeal has done, apparently, is to say that it is very convenient that all the incumbrancers should have the chance of being heard. This seems to be in accordance with the provision that the Court is to decide "after considering . . . the position of all the parties"; but, in fact, it hardly does more than decide that all the incumbrancers are proper parties, without also deciding that they are necessary parties. It seems, therefore, to allow a certain amount of discretion whether in any particular case the master before whom the summons comes shall require all the incumbrancers to be joined or not. In those chambers where it has been the practice to join them, we imagine the decision of the Court of Appeal will be regarded as confirming this practice. In other chambers—those of EVE and PETERSON, JJ., which have been governed by Mr. Justice EVE's decision—it will be a question whether the practice is necessarily to be altered. We suggest that it need not, though an applicant who chooses to join all the incumbrancers cannot be said to act improperly, and he will not be liable for their costs. But if he does not do so, it will be for the master to say whether, in the particular case, he requires all the incumbrancers to be joined. Of course, should it hereafter be held that the puisne incumbrancers are necessary parties, a purchaser under the order will not get a good title if they were not parties. Under the circumstances it seems a little unfortunate that the Court of Appeal did not deal with the matter more clearly.

Date of "Joining" His Majesty's Forces.

THE *questio verata* as to when the war "terminates," which required the appointment of a Royal Commission to elucidate and will require an Order in Council to settle, may be coupled with another problem in the interpretation of war legislation—the date at which a man "joins" the forces. The point has just come before the Court of Appeal in rather unusual circumstances: *In re a Debtor, No. 391 of 1918 (ante, p. 83)*. Under the Bankruptcy Act of 1914, s. 1 (1) (g), an act of bankruptcy is committed by a debtor if a creditor obtains final judgment against him, followed—in the absence of a stay of execution—by the service of a bankruptcy notice with which the debtor does not comply. But execution is stayed automatically in certain cases under the Courts Emergency Powers Acts, and in such cases no service of a bankruptcy notice (except by special leave) is possible, nor can non-compliance constitute an act of bankruptcy.

One of these cases is this. It is provided by section 8 (1) of the Courts (Emergency Powers) Act, 1917, that:—

The Courts (Emergency Powers) Act, 1914, shall have effect in favour of officers and men of His Majesty's Forces with the following modification, that is to say:—

Sub-section (1) of section 1 shall apply to any sum of money due

and payable in pursuance of a contract made before the officer or man has joined His Majesty's Forces.

The short effect of this, coupled with the previous Acts of 1914 and 1916, is to stay execution automatically in the case of serving men, provided the moneys for which judgment has been obtained are due under a contract made before the man "joined" His Majesty's forces. The date of joining is therefore most material.

But the date of "joining" is not easy to ascertain. For under the various Military Service Acts the statutory mode of imposing an obligation to serve, as is well known, is rather peculiar. The man is "deemed" to have been duly enlisted and transferred to the Reserve on a certain date known as the "appointed day." At a subsequent date he is called-up out of the Reserve for service with the colours. So the question at once arises whether he joins the services on the date of statutory enlistment and transfer to the Reserve, or on the date of call to the colours. Logically, of course, the former appears to be the date of "joining" His Majesty's Forces, especially as a man who does not answer a call-up notice is deemed to be an absentee; and a man even before he receives his call-up notice is liable to numerous statutory duties and restrictions—*e.g.*, liable to produce his certificate of exemption on demand and to come up for medical examination—under various statutory provisions and Defence of the Realm Regulations. On the other hand, the inconvenience of holding a mere reservist to be a man who has "joined" is obvious, for all—or nearly all—male civilians under 52 are in that position, so that age and the Act would give them an automatic protection against the execution of judgments for debts prior to the "appointed day."

It is, therefore, necessary to consider the object of the Act of 1917 when we proceed to construe that inartistic term "joining" His Majesty's Forces. Here we are on firm ground. The Courts (Emergency Powers) Act of 1917 intended to protect soldiers actually taken from civil life to serve their country from pressure to pay debts previously incurred to men not so serving. That is a simple and equitable principle. It did not intend to protect an exempted man, who has been excused or is physically unfit for service, from the duty of meeting his civil obligations to his neighbours. Now the date at which a man leaves the normal course of his civil life is not the date of his statutory enlistment, but the date—usually much later on—when his period of exemption has expired and he has to join under a calling-up notice; not the date when the notice is served, but that on which the soldier is to report. And it is this view which the Court of Appeal has just taken in the case quoted above.

A word may be said here as to the facts of that case, since the point of law arising out of them is not obvious on the face of the facts. A petition in bankruptcy had been served on the debtor concerned. Now, he became liable to serve under the second Military Service Act, the effect of which was that on 24th June, 1916, he became a statutory reservist. In April of this year he had given one of the petitioning creditors a promissory note for £200. On 1st May following he received a calling-up notice and reported on 29th May. But between these two dates, on 6th May, he gave a second promissory note for £175. In July the creditors recovered judgment for £406 on both notes, that of April and that of 6th May. They tried unsuccessfully to ground a petition on a bankruptcy notice served on this judgment, but without leave. Two points here arose. As regards the first promissory note, the obligation to pay clearly arose before the debtor "joined" the Forces, for he had not yet been called up when he gave it. In the second case, however, the obligation arose after service of the calling-up notice, but before the day of reporting for service—a much more doubtful point. The Court, however, took the simple view, for the grounds of expediency explained above, that the material date was the date of reporting under the notice. The promissory note was given before that date and therefore the transaction received the statutory protection conferred by the Act of 1917.

Honour to the Fallen.

Memorial Service at the Abbey for Solicitors and Articled Clerks.

Never before in its long centuries of history has the great Abbey of Westminster gathered within its walls so vast an assemblage of the legal profession as that which met on Tuesday to do honour to solicitors and articled clerks who have fallen in the war. The book of the order of service supplied to the members of the congregation gave the names of 565 solicitors and 341 articled clerks who have been killed in action or have died on service, a list, accurate so far as it has been possible for the Law Society, whose compilation it was, to make it in the necessarily short time that was available. It forms the Solicitors' Roll of Honour, and marks the gaps in the ranks of the 3,500 solicitors and 1,500 articled clerks given by the profession to the colours. In view of the fact that the number of practising solicitors is 14,000, and that very many have passed the age of military service, the profession have every reason to regard with satisfaction the proportion of those from their body who have taken up the sword in defence of their country and of honour and justice.

Long before the hour of noon, when the service was to commence, choir, nave and transepts had become well filled with members of the profession and with ladies, a smaller though fairly large number, and soon every seat was occupied, including those temporarily placed along the aisles, and many of the congregation were standing. The choir had been reserved for members of the Bench and for the Council of the Law Society, as well as for the nearer relatives of those in whose memory the service was held. The King was represented by Mr. Harry Verney, Groom-in-Waiting. The Prime Minister had hoped to be present, but the calls of State intervened, and for the same reason the Lord Chancellor was not present. The Bench was represented by the Master of the Rolls and Lord Mersey, and among those present were Sir Lewis Dibdin, Mr. R. A. Pinsent (Birmingham, President of the Law Society), Mr. W. A. Sharpe (Vice-President), and the following members of the Council:—Mr. H. R. Blaker (Henley-on-Thames), Mr. J. J. Dumville Botterell, Mr. J. Wreford Budd, Sir William James Bull, M.P., P.C., Mr. L. B. Carslake, Mr. A. H. Coley (Birmingham), Mr. C. A. Coward, Sir Homewood Crawford (City solicitor), Mr. Alfred Davenport, Mr. V. Eden Dawes, Mr. R. W. Dibdin, Mr. Hubert A. Dowson (Nottingham), Mr. Thomas Eggar (Brighton), Mr. W. H. Foster, Mr. T. M. Francis (Cambridge), Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. Charles Goddard, Mr. J. R. B. Gregory, Sir W. Hargreaves Leese, Bart., Sir C. E. Longmore, K.C.B. (Hertford), the Hon. R. H. Lytton, Sir Donald Maclean, K.B.E., M.P., P.C., Mr. Frank Marshall (Newcastle-upon-Tyne), Mr. P. H. Martineau, Mr. R. C. Nesbitt, Mr. R. B. Philipotts, Mr. G. W. Rowe, Mr. C. L. Samson, Mr. C. St. David Spencer (Cardiff), Mr. R. S. Taylor, Mr. Henry Temperley (Sunderland), Sir Walter Trower, Mr. W. Melmoth Walters, Mr. W. A. Weightman (Liverpool), Mr. R. M. Welsford and Mr. E. R. Cook (secretary). Colonel Stuart-Sarkey represented the Lord Mayor and Colonel and Sheriff William Smith and Under-Sheriff Deighton were present.

Half an hour before the time of service the opening bars of Sullivan's overture "In Memoriam," played by the band of H.M. Grenadier Guards, broke the stillness, to be followed by Gounod's "Marche Solennelle" and by the "Egualle for Trombones" of Beethoven. Then the Dean and clergy, who were conducting the service, took their places in the chancel, and the congregation, led by choir, organ and band, sang the hymn "O God our help in ages past," to the familiar tune, Ann's. The anthem was "He will Swallow up Death in Victory," Wesley, and this was followed by the prayer by the Dean, which was written by him for the occasion:—

"Let us now unite in thanksgiving for these our brothers whose names are recorded in our Roll of Honour. They fought gallantly, they died nobly, for their King and country. Their high renown receives this day the tribute of our proud and grateful admiration. They laid not their lives down in vain. They purchased for us the joy of victory. They have wrought a great deliverance for the liberties of mankind. May we for whose sake they died be found worthy in days of peace to carry on the honourable tradition of their great self-sacrifice in a like spirit of devotion to the call of duty and of willing service to our fellow-men!"

Then was sung the Doxology, and the Dean said the following prayers, also prepared by him for the service:—

"O Eternal Father, we draw nigh to Thee in this Church where our Kings and Queens are crowned, amid the memorials of Great Britain's most illustrious dead. We dedicate to Thy great glory the memory of our dear brothers departed: Crown, we beseech Thee, with Thy loving mercy the offering of their brave lives: Grant unto them Thy eternal peace and unto all that mourn the blessing of Thy perfect comfort: we ask it in the name of Him Who died and rose again for us all, Thy Son our Saviour Jesus Christ. Amen."

"O God of the spirits of all flesh, we praise and magnify Thy holy name for all Thy servants who having fought a good fight have finished their course in Thy faith and fear; and we beseech Thee that, encouraged by their examples and strengthened by their fellowship, we with them may be found meet to be partakers of

the inheritance of the saints in light; through the merits of Thy Son, Jesus Christ our Lord. Amen."

The hymn "For all the Saints," sung to an ornate setting, followed, a peculiarly appropriate hymn, including the verses:—

"Thou wast their Rock, their Fortress, and their Might;
Thou, Lord, their Captain in the well-fought fight;
Thou in the darkness drear their one true Light.
Alleluia!"

"The golden evening brightens in the west;
Soon, soon to faithful warriors comes their rest;
Sweet is the calm of Paradise the blest.
Alleluia!"

And then the blessing, pronounced by the Dean, brought a very solemn, beautiful and impressive service to an end. Next the united voices of the great congregation joined in the National Anthem, a staccato roll of the drums ushered in Handel's Dead March in "Saul"; then came the faint murmur of the drums, swelling into a veritable hurricane of sound, and dying away again into nothingness, followed by the brazen notes of the trumpets pealing forth "The Last Post," the requiem of the soldier who has given his life for King and country; and the strains of the "Marche Funebre et Chant Seraphique" of Guilmant filled with triumphant music the vast area of the historic nave as the assembly dispersed.

Sir Frederick Bridge was the organist, this being probably the last time he will act in that capacity before his retirement at the end of the year.

Memorial Service for Solicitors and Articled Clerks who have Fallen in the War.

WESTMINSTER ABBEY, TUESDAY, 17TH DECEMBER, 1918,
12 NOON.

KILLED IN ACTION OR DIED ON SERVICE.

Solicitors (565).

[See also "Addenda."]

ABRAHAM, BARNET, 2nd Lieut.
ADAM, ALAN GORDON ACHESON,
Capt.

ADAMS, HENRY GORDON, Lieut.
ALLEN, CHARLES ROYLE, M.C.,
Capt.

AMFLETT, RICHARD FERRAND, 2nd
Lieut.

ANDERSON, ANDREW STEWART,
Major.

ANNAND, ALLAN YOUNG, 2nd
Lieut.

ANTHONY, JOHN RICHARD, Capt.
ARCHER, RONALD HEDLEY, Lieut.

ARMSTRONG, FORSTER MOORE,
Major.

ARNOLD, ALFRED LEWIS, 2nd
Lieut.

ASHCROFT, WILLIAM, Lieut.

ASTE, NORMAN HENRY, 2nd Lieut.

ATTREID, RAYMOND GEORGE.

BACK, HORACE AUBREY, 2nd Lieut.

BADCOCK, STANLEY EDGAR, Major.

BADDELEY, EDWARD LAWRENCE,
Major.

BAGNALL, GEORGE BARRY, 2nd
Lieut.

BAINES, ELLIS EYTON, Capt.

BAKER, REGINALD LAWRENCE,
Capt.

BANWARD, JAMES HIRST, Lieut.

BARFIELD, JOHN CLAUDE HORSEY,
Lieut.

BARKER, CHARLES WILLIAM TONE,
M.C., Capt.

BARKER, HAROLD FREDERIC,
Major.

BARKER, HOLROYD BIRKETT, 2nd
Lieut.

BARNETT, BERTRAM LEEDS THOMAS,
Capt.

BARROW, ALFRED JAMES, M.C.,
Capt.

BATLEY, RALPH CECIL.

BATT, BERTIE CECIL, Capt.

BEACHCROFT, CYRIL SHAKESPEAR,
Lieut.

BECHER, JOHN PICKARD, D.S.O.,
Major.

BECK, WILLIAM CRABBE, Major.

BEFORD, SEATON HALL, 2nd
Lieut.

BEEBY, WILLIAM SORBY MARDON,
2nd Lieut.

BELL, CECIL CHARLES, 2nd Lieut.

BELL, WILSON, Capt.

BENSON, HENRY LAURENCE, 2nd
Lieut.

BERRY, JOHN ANTHONY, 2nd Lieut.

BEWLEY, EDWARD NEVILLE, 2nd
Lieut.

BILLINGS, SAMUEL WALTER, Pte.

BINNS, CLEMENT STANLEY, Lieut.

BIRLEY, JOSEPH HORNET, Capt.

BLACKWELL, BASIL BERNARD, 2nd
Lieut.

BLAIR-ALLEN, FRANK, Lance-
Corpl.

BLAKE, GEORGE VICTOR, 2nd Lieut.

BLAXLEY, STEWART LEATON, 2nd
Lieut.

BLISS, ARTHUR JOSEPH, 2nd Lieut.

BLOOM, HENRY, 2nd Lieut.

BODDINGTON, RALPH THOMAS,
Lieut.

BODVEL-ROBERTS, HAROLD OWEN,
M.C., 2nd Lieut.

BOLTER, CHARLES ALBERT, 2nd
Lieut.

BOLTON, EDWARD TREVOR, Lieut.

BOND, ALFRED DALTON, 2nd Lieut.

BONNEY, JAMES PATTERSON, 2nd
Lieut.

BOWEN, ALFRED JOHN HAMILTON,
D.S.O., and Bar, Lieut.-Col.

BOWEN, LESLIE HAROLD, 2nd
Lieut.

BOWEN-WILSON, GEORGE HUTTON,
Capt.

BOWHAY, EUSTACE GILBERT, Capt.

BOYCOTT, HAROLD CHARLTON,
Lieut.

BOYLE, ERNEST CHARLES PATRICK,
D.S.O., Capt.

BRACHER, GUY, 2nd Lieut.

BRETON, WALTER GUY NICHOLAS,
D.S.O., Lieut.

BRIERCLIFFE, LOUIS BERNARD,
Lieut.

- BRIGHT, ARCHIBALD VICCARS, Lieut.
BROCKLEHURST, THOMAS POWNALL, Capt.
BROCKMAN, RALPH ZOUCH.
BROTHERS, MALAM (MAX), Capt.
BROWETT, ARNOLD LESLIE THACK-
HALL, Capt.
BROWN, EDWARD FREDERICK
MONTAGU.
BROWN, WILLIAM, Pte.
BROWN, WILLIAM LEONARD, 2nd
Lieut.
BUCHANAN, ALEXANDER.
BUCKLEY, EDMUND CECIL GLAD-
STONE, Capt.
BULL, ROWLAND JOHN HOWARD,
Lieut.
BULLOCK, HENRY ACTON LINTON,
2nd Lieut.
BURN, CLIFFORD JOHN FREDERICK,
Lieut.
BURRELL, JOHN STAMP GARTHORNE,
2nd Lieut.
BURY, EDMOND WILLIAM, Capt.
BUTLER, CLIFFORD HICKS, 2nd
Lieut.
BYRNE, EDMUND JAMES WID-
DRINGTON, Capt.
CADDICK, ALFRED ARMSTRONG,
Major.
CAHILL, JOHN ARCHIBALD, M.C.,
Capt.
CALVERT, REGINALD CULLEN, Capt.
CAMPELL, ALEXANDER BOSWELL,
Lieut.
CARLESS, WILFRID TOWNSHEND,
Major.
CARSON, THOMAS WRIGHT, 2nd
Lieut.
CARVER, WALTER LIONEL, Capt.
CATTARNS, GLANVILLE RICHARD,
M.C., Capt.
CHALLIS, ARTHUR BRACEBRIDGE,
Major.
CHAMPNESS, BERNARD, Pte.
CHAPMAN, HORACE.
CHAPMAN, LAWRENCE VAUGHAN,
Lieut.
CHAPPLE, AUBREY TORRINGTON,
Pte.
CHORLEY, ARTHUR REGINALD,
Capt.
CHUBB, EDWARD GEOFFREY, Capt.
CLAPHAM, BARNARD AUBREY,
Lieut.
CLARKE, HARRY COLIN, Capt.
CLARKSON, CHARLES, Capt.
CLEGG, JOSEPH, Capt.
CLIFTON, PERCY JAMES, D.S.O.,
Major.
COALES, STEPHEN JAMES, Lieut.
COBB, KENNETH RHODES, Capt.
COBURN, CHARLES, 2nd Lieut.
COCKRILL, CHARLES WHALLEY,
Lieut.
COLE, LEIGH RIGBY, Capt.
COLLINS, PHILIP, Capt.
COLLINSON, ARTHUR AMERY, Capt.
COLLIS-SANDES, MAURICE JAMES,
Capt.
COLLISSON, EDWIN READ, Capt.
and Adj.
COLMAN, ARTHUR THOMAS.
COOK, PERCY MELLOWS, 2nd Lieut.
COOKE, CHARLES TAYLOR, Capt.
COOKE, JOHN KEMP, Major.
COOKE, REGINALD CHARLES, M.C.,
2nd Lieut.
COPLAND, MAURICE, Pte.
COPLEY, ALFRED BERESFORD, 2nd
Lieut.
COULTON, AUBREY EWAN, Capt.
CRANE, LUCIUS FRANCIS, 2nd
Lieut.
CRAWFORD, ALEXANDER BASIL,
Capt.
CRESSWELL, EDWARD ARTHUR,
Capt.
CROUCH, LIONEL WILLIAM, Capt.
DALE, ALWYNE PERCY, Capt.
DALE, ROBERT JACOMB NORRIS,
Lieut.
DANIELL, JOHN ARTHUR HELTON,
Sergt.
DARKE, HUGH CUFF, Major.
DAVIES, DAVID OSWALD, Capt.
DAVY, HENRY RAWLE, Pte.
DAW, REGINALD SAMUEL, Capt.
DEAKIN, CHARLES JOSEPH JOHN
KING, 2nd Lieut.
DEANE, FREDERICK LLEWELLYN,
Pte.
DE CAUX, WILLIAM, Capt.
DENER, HORACE FREDERICK, 2nd
Lieut.
DE VINE, HATTON BERTRAM ST.
JOHN, Chaplain.
DICKENS, CEDRIC CHARLES, Major.
DICKINSON, LEONARD TAYLOR,
Trooper.
DICKINSON, RONALD FRANCIS
BICKERSTETH.
DICKSON, ARTHUR HUBERT, 2nd
Lieut.
DICKSON, WILLIAM HERBERT, 2nd
Lieut.
DIXON, PETER SYDENHAM, Lieut.
DOIDGE, REGINALD CHAMBERLAIN,
Capt.
DONAHOO, MALCOLMSON GARDINER,
M.C., Capt.
DONE, NEVILLE SAVAGE, 2nd Lieut.
DOUTHWAITE, JOHN BULLOUGH.
DOWKER, FREDERICK HENRY,
Lance-Corpl.
DRAKE, FREDERIC AUGUSTUS,
Capt.
DUCKWORTH, WILLIAM, Pte.
DUDER, HARRY STEVENS, Major.
DUDLEY, ERIC WHITTINGTON, 2nd
Lieut.
DUNN, JOHN ROBERT COLLARD, 2nd
Lieut.
DUST, FRANK WILLIAM, M.C.,
Major.
DYER, CHARLES NETTELTON, Capt.
DYER, EDWARD ARNOLD, Lieut.
EALAND, ARTHUR NOEL, 2nd Lieut.
EDGAR, ROBERT GERALD, Capt.
EDGINGTON, ALBERT HENRY, Pte.
EDMUNDSON, CHARLES ROBERT
EWBANK, Capt.
EDWARDS, ARTHUR, 2nd Lieut.
EDWARDS, ERIC WILSON, Lieut.
EDWARDS, TREVOR LOUIS, Capt.
ELLIS, BERNARD HENRY, D.S.O.,
Commander.
ENGLISH, RICHARD CORNFORTH,
2nd Lieut.
EVANS, BERNARD, Lieut.
EVANS, FRANCIS VAUGHAN, Pte.
EVANS, ROBERT CHARLES, 2nd
Lieut.
FALKNER, HENRY FREDERIC NOEL,
Pte.
FARGUS, FREDERICK BRIAN
ARTHUR, Lieut.
FARR, JOHN PHILIP, Lance-Corpl.
FARRELL, BEDE, Capt.
FARRINGTON, WILLIAM BOWKER,
2nd Lieut.
FIELDING, EDWARD FLEMING,
Lieut.
FLOWERS, HERBERT, 2nd Lieut.
FOORD, GEORGE HOWARD, 2nd
Lieut.
FORSYTH, SAMUEL SANFORD, Lieut.
FRAPE, REGINALD DAVID, Pte.
FRASER, JAMES SCHOLFIELD,
Major.
FRASER, WALLACE, Capt. and
Adj.
FULTON, GEORGE KOBERWEIN,
D.S.O., Colonel.
FYFFE, JOHN JAMES, 2nd Lieut.
GARD, FREDERICK, Lieut.
GARD, STEPHEN ALFRED, Lance-
Sergt.
GARDNER, ROBERT, Lieut.
GASKELL, WALLISS WILLIAM PENN,
2nd Lieut.
GATES, ERIC CHASEMORE, Capt.
GIBSON, BERTRAND DEES, D.S.O.,
Lieut.-Col.
GILFLET, RICHARD FRANCIS, Pte.
GITTINS, HARRY NEVILLE, Capt.
GOLD, CECIL ARGO, Lieut. and
Adj.
GOLDSMITH, HENRY MILLS, Lieut.
GOODALL, GEORGE PERCY, Capt.
GOODWIN, HAROLD JAMES, 2nd
Lieut.
GOTT, ALBERT ERNEST, 2nd Lieut.
GOUGH, JOHN BOLLE TENDALE,
Major.
GRAMSHAW, HUGH, 2nd Lieut.
GRAY, GEORGE DONALD, Lieut.
GRAY, LEONARD, Lieut.
GREAVES, THOMAS, Capt.
GREEN, ARTHUR, Lieut.
GREENER, FRANCIS PEMBERTON,
Lieut.
GREGORY, JAMES LANGDALE, 2nd
Lieut.
GRIFFITH, WALTER STANLEY
CURRIE, 2nd Lieut.
GRUNDY, GEOFFREY STEWART, Pte.
GUMMER, STANLEY, Capt.
GUNNER, JOHN HUGH, Capt.
GURNEY, KENNETH GERARD, 2nd
Lieut.
HACKER, NORMAN, Capt.
HADRIEL, ARTHUR WILLIAM, Lieut.
HAGON, CHARLES DOUGLAS, 2nd
Lieut.
HALL, JOHN, Gunner.
HAMER, SAMUEL, Lieut.
HANSON, OSWALD HESKETH, Lieut.-
Commander.
HARE, EVAN ALFRED AMYAS,
Lieut.
HARLAND, RICHARD, 2nd Lieut.
HARRIS, ARTHUR LEE, Capt.
HARRISON, WILLIAM STANFORD-
BENNETT, 2nd Lieut.
HARTLEY, CHRISTOPHER, Lieut.
HARTLEY, WILLIAM EDWIN, 2nd
Lieut.
HARVEY, CHARLES LEWIS, Capt.
HARVEY, LESLIE, Lieut.
HATCH, NORMAN CLAUDE, Pte.
HATFIELD, ROY BERRIMAN, Lieut.
HELLARD, JOHN ALEXANDER, 2nd
Lieut.
HEMMING, FRANCIS WILLIAM,
Capt.
HENSHALL, CHARLES, Capt.
HERBERT, RONALD YOUNG, Lieut.
HERD, HORACE FALKLAND, Capt.
HERTSLET, WARREN ECCLES, Lieut.
HEWITT, THOMAS ARMITAGE, Pte.
HEYNES, DUDLEY HUGO, 2nd
Lieut.
HICKMAN, TERENCE, Lieut.
HICKS, CHARLES HUBERT, Lieut.
HIGGINS, HERBERT EDWARD
POWELL.
HILL, MAURICE CRIDLAND, Lieut.
HIND, LAWRENCE ARTHUR, M.C.,
Major.
HINDMARSH, GEORGE EDWIN SCOTT,
2nd Lieut.
HINES, CHARLES WILLIAM, Major.
HISLOP, JOHN ARTHUR, Capt.
HOBBS, WILLIAM GEORGE, Lieut.
HOCKEN, STEPHEN LOTAN, 2nd
Lieut.
HOLDSWORTH, VAVASOUR MERVYN
2nd Lieut.
HOLLAND, BASIL THOMAS, Lieut.
HOLLAND, RALPH BERTRAM, Capt.
HOLLOCK, PERCY HOOD, Capt.
HORNSBY, HAROLD GIBSON, 2nd
Lieut.
HOUGHTON, NOEL, Lieut.-Col.
HUDLESTON, HAROLD ROBERT,
Lieut.
HUGHES, JOHN ARTHUR, Lieut.
HUGHES, WILLIAM, M.C., 2nd
Lieut.
HUMBERT, ERNEST GRAHAM JOHN-
STON, Lieut.
HUMBLE-CROFTS, CYRIL MITFORD,
Capt.
HUNTER, RICHARD JOCELYN, Capt.
HUNTER, WILLIAM STUART, 2nd
Lieut.
HUTCHINSON, EDGAR FRANCIS, 2nd
Lieut.
HUTCHINSON, HANLEY, Lieut.
IANSON, LEONARD PERCY, Lieut.
IRVINE, PAGET GEORGE, Capt.
ISAAC, GEORGE GOWER, Major.
IVES, KENNETH HILL, Lieut.
JACKSON, FRANCIS LEONARD
HUNTER, Lieut.
JAMES, GWILYM CHRISTOPHER
BOWRING, Lieut.
JARVIS, GEORGE FREDERICK JER-
VAULX, Lieut.
JEAKES, JOHN WILLIAM, Lieut.
JEFFRIES, HAROLD JOHN FOTHER-
INGHAM, Capt.
JENNINGS, RICHARD WILLIAM,
Lieut.
JESSON, ROBERT WILFRID FAIRBY,
Major.
JONES, ALBERT VICTOR, Pte.
JONES, FELIX ERNEST, M.C., 2nd
Lieut.
JOSEPH, WILLIAM FRANKLIN
GEORGE, 2nd Lieut.
KENDALL, PERCY DALE, Lieut.
KENDRICK, HADEN MOSTYN, 2nd
Lieut.
KENYON, GEOFFREY, Lance-Corpl.
KERWOOD, LIONEL, Major.
KING, DAVID, 2nd Lieut.
KING, JOHN SKELTON CLARKE,
D.C.M., 2nd Lieut.
KING, RICHARD HENRY, Lieut.
KINGSWELL, FRANK ALFORD,
Lieut.
KNEE, GEORGE CREASEY, Lieut.
KNIGHT, JOHN HALL, Colonel.
KNIGHT, WILLIAM BERNARD, Lieut.
LAMAISON, LEONARD WILLIAM
HENRY, Lieut.
LANE, HECTOR ALAN, Lieut.
LAVENDER, FRANK ASHLEY, 2nd
Lieut.
LAWFORD, HERBERT MARTIN
BENSON, Capt.
LEADBITTER, FRANCIS JOHN
GRAHAM, 2nd Lieut.
LEVI, HARRY, 2nd Lieut.
LEWIS, ERIC VAUGHAN, Pte.
LEWIS, LAURENCE REDDROP, Capt.
LIDGERT, JOHN CUTHBERT, Lieut.
LINGARD, JOHN REGINALD, Lieut.
LISLE, ROBERT ERNEST BENTHAM,
Major.
LOCKHART, HENRY KING, Corpl.
LOCKING, THOMAS EDGAR, Lieut.
LONGBOURNE, WILLIAM LEWES
JENNINGS, 2nd Lieut.
LONGDEN, FREDERICK CECIL, Capt.
LUMB, SAM, Pte.
MACKAY, DONALD PALEY, Major.
MACLAUCHLAN, ALAN STEWART,
Lieut.
MADDERS, HUBERT FRANKLIN, 2nd
Lieut.
MAITLAND, JOHN PELHAM BLAN-
CHARD, Capt.
MAPLES, KENNETH JAMES, Capt.
MARSHALL, WILLIAM, Lieut.
MARTIN, JOHN KINGSLEY LUNN,
Capt.
MASEFIELD, CHARLES JOHN BEECH,
M.C., Capt.
MATHER, NOEL EDWARD, Lieut.
MATTHEWS, WILLIAM HENRY, 2nd
Lieut.
MAWBY, EDWIN GEORGE, Lieut.
MAYER, FRANK BERTRAM, Lieut.
MEAD, CHRISTOPHER, 2nd Lieut.
MELLENFIELD, CECIL BEVEN, 2nd
Lieut.
MELLY, REGINALD ERNEST, Lieut.
MERIVALE, JOHN WILLIAM, Capt.
MILLARD, HAROLD LEWIS HOL-
LAND, Capt.
MILLER, THOMAS PEACOCK, Lieut.
MILNE, ALEXANDER NICOL, Lieut.
MINSHALL, THOMAS CHARLES
WYNNE, Capt.

MONKE, CHARLES PHETHEAN, Lieut.	RICHARDSON, JOHN SHERBROOKE, 2nd Lieut.	STACKY, HERBERT LEONARD, 2nd Lieut.	URBAN, ARTHUR, Lieut.
MONTAGU, RICHARD HEADLEY, Lieut.	RICHARDSON, JOHN WATSON, Major.	STANLAND, GEOFFREY, Lieut.	VAISEY, ROLAND MADDISON, Capt.
MORANT, WILLIAM MILES, Capt.	RICHMOND, THOMAS HERBERT, Capt.	STANLAND, MEABURN, Capt.	VENABLES, ALFRED ERNEST, R.F.C.
MORGAN, GEORGE ELTON, 2nd Lieut.	RIDDETT, NORMAN LOCK, 2nd Lieut.	STARKIE, JOHN CHARLES, Driver H.A.C.	VINCENT, WILLIAM MORRIS, 2nd Lieut.
MORGAN, WILLIAM, 2nd Lieut.	ROBERTS, ERNEST WOOLLEY, 2nd Lieut.	STENNING, BERNARD CLEMENT, 2nd Lieut.	VINT, WILFRID GEORGE, Pte.
MORTON, PERCIVAL CLARE, Lieut.	ROBERTS, HENRY SHERIFF, Capt.	STEVENS, GEORGE ERIC, Pte.	WACE, HENRY EDWARD, Capt.
MURRAY, EDWARD DOUGLAS, Lieut.	ROBINSON, BERTRAM LANGHORNE, Capt.	STEWART, BERTRAND, Capt.	WADE, PERCY JACKSON, Pte.
MURRAY, FREDERICK STANLEY, Lieut.	ROBINSON, JOHN CYRIL CHARLES HENRY, Capt.	STIBBEL, ERNEST ARTHUR.	WALKER, JOHN WICKHAM, Capt.
MYER, ERNEST ALEX, Major.	ROBINSON, JOHN HENRY, 2nd Lieut.	STILEMAN, FREDERICK WILLIAM CHIERE, Capt.	WALLIS, NOEL VEDER, 2nd Lieut.
NADIN, TRAFFORD, Capt.	ROBINSON, PERCY DOUGLAS, 2nd Lieut.	STILES, EDGAR WATSON, Lieut.	WALPOLE, HORATIO SPENCER, Lieut.
NANCARROW, JOHN VIVIAN, Capt.	ROBSON, FREDERICK WILLIAM, D.S.O., Lieut.	STOCKDALE, ARTHUR WILLIAM SINCLAIR, 2nd Lieut.	WARD, CECIL WELLESLEY, 2nd Lieut.
NAPIER, SIR WILLIAM LENNOX, Bart., Major.	ROBSON, STANLEY, 2nd Lieut.	STOCKWOOD, JOHN ARTHUR, Sergt.	WARD, FRANCIS WELLSFORD, Capt.
NESS-WALKER, WILLIAM PERCY, M.C., Capt.	RODERICK, HUME BUCKLEY, Lieut.	STOKES, REGINALD ALEXANDER, Lieut.	WARE, FRANCIS HENRY, Capt.
NEWELL, MATTHEW BANKS, 2nd Lieut.	ROGERS, EDWARD AMBROSE GORDON, Capt.	STONE, ARNOLD, Capt.	WARNER, ARCHIBALD, 2nd Lieut.
NEWLAND, NORMAN CHESTER, 2nd Lieut.	ROOKE, CHARLES KEITH JAGO, Corpl.	STONE, ARTHUR, D.S.O., Lieut.-Col.	WARTON, ROBERT INNES BAKER, Sapper.
NICHOLLS, ERNEST JAMES, 2nd Lieut.	ROSE, ERIC DUDLEY, Capt.	STOWELL, HUGH OSWALD DOUGLAS, Lance-Corpl.	WATKINS, ERNEST, Trooper.
NICHOLSON, THOMAS EDWARD, Lieut.	ROSE, PHILIP VIVIAN, Staff Capt.	STRICK, EDWARD TALFOURD, Capt.	WATNEY, VALENTINE HOWELL, Lieut.
NOBLE, ARCHIBALD FRANCIS, Capt. and Adjt.	ROSS, JOHN ALEXANDER, 2nd Lieut.	STRICKLAND, HERBERT SLADE, Sub-Lieut.	WATSON, JOHN PETERSON, 2nd Lieut.
OLIVER, RODERIC MAGRATH, Lieut.	ROWSE, RICHARD SIDNEY, 2nd Lieut.	STYER, WILFRED HENRY, Cadet.	WATTS, DUDLEY HALDANE, 2nd Lieut.
OPPE, HENRY SIGISMUND, Lieut.	RUSTON, CECIL HAROLD SOWERBY, 2nd Lieut.	SUCKLING, CORNELIUS VINCENT, Capt.	WATTS, HAROLD VAUGHAN IRE-MONGER, 2nd Lieut.
OWEN, ERNEST HADDON, Lieut.	RUTHERFORD, MARK, Capt.	SUTCLIFFE, ROBERT, Lieut.	WEBSTER, JOHN RICHARD, Capt.
PAGE, RAYMUND CHARLES, 2nd Lieut.	SALE, RICHARD LAUDER, Lieut.	SYKES, REGINALD, Corpl.	WEBSTER-JONES, ALFRED OWEN WEBSTER, Lieut.
PARISH, CHARLES ERNEST, Pte.	SANDBACH, FRANK STANTON, 2nd Lieut.	SYMES, CHARLES WILLIAM, Capt.	WEDDING, JOHN RICHARD BAGGALLAY, Lieut.
PEAKE, COLIN, Lieut.	SANDEMAN, SYDNEY ROBERT, Lieut.	SYMMONDS, WILLIAM FREDERICK JOHN, Colonel.	WEGG, HUGH NEVILLE, Capt.
PEARKE, ANDRE MELLARD, Capt.	SCALE, GEORGE DEVEREUX BASSET, Capt.	TANQUERAY, FREDERIC BARON, 2nd Lieut.	WEIGHTMAN, JOHN, Sub-Lieut.
PEARSON, FRANK, Capt.	SCHIFF, MORTIMER HAROLD, Capt.	TATHAM, CAUTLEY, Lieut.	WHALL, EDWARD LIONEL HAVERSHAM, 2nd Lieut.
PEARSON, FRANK SHAKESPEARE, Lieut.-Col.	SCOTT, CHARLES EDWARD, Major.	TAYLOR, ALBERT CECIL, 2nd Lieut.	WHEATLY, EDWARD RICHARD, 2nd Lieut.
PEARL, ROBERT EUSTACE, Pte.	SCOTT, THEODORE JAMES, Pte.	TAYLOR, ERNEST, 2nd Lieut.	WHITFIELD, JOHN LAWRENCE, Capt.
PEED, SAMUEL WILTON, Sergt.	SCOTT, WILLIAM EMILEY OSCAR, 2nd Lieut.	TAYLOR, HARRY ALFRED.	WHITWORTH, CHARLES EDWARD, 2nd Lieut.
PERHAM, HAMLYN HOWARD, Pte.	SELWAY, HARRY OLIVER, Lance-Corpl.	TAYLOR, THOMAS RALPH, 2nd Lieut.	WILKINS, ARCHIE RAYMOND, 2nd Lieut.
PETERS, GERARD, 2nd Lieut.	SEWELL, HARRY KEMP, Lieut.	TERRELL, CLAUD A'BECKETT ROMAKO, M.C., Capt.	WILKINSON, CHARLES LEYBOURN, D.S.O., Major.
PHILLIPS, FRANK JUSTICE, Sergt.	SHEFFIELD, LANCELOT HULL, Capt.	TETLEY, JOHN CHARLES DODSWORTH, Capt.	WILLETT, EDWARD ARCHIBALD, Pte.
PHILLIPS, JOSEPH ALEXANDER, Lieut.	SHEPHERD, NORMAN ROBINSON, Capt.	THATCHER, GEORGE ROBIN, M.C., Lieut.	WILLIAMS, ARTHUR JONES, 2nd Lieut.
PICKLES, HARRY THORNTON, 2nd Lieut.	SHIELD, CLEMENT RIDLEY, M.C., Capt.	THIMBLEBY, JOHN EGREMONT, 2nd Lieut.	WILLIAMS, ARTHUR MONTAGU, Lieut.
PLAYER, GILBERT, 2nd Lieut.	SIMPSON, ARTHUR ERNEST, Lieut.	THOMPSON, GEORGE, Lieut.	WILLIAMS, CHARLES JAMES, Lieut.
POORE, ROGER ALVIN, D.S.O., Major.	SIMPSON, ODO LOUIS DAVID MACKAY, Lieut.	THOMPSON, PERCY LANGHORN, 2nd Lieut.	WILLIAMS, DOUGLAS, 2nd Lieut.
POPE, PHILIP GLADSTONE, Lieut.	SIMPSON, VIVIAN SUMNER, M.C., Capt.	THOMPSON, REGINALD PAUL, 2nd Lieut.	WILLIAMS, EDWARD HERBERT, Lieut.
PORTER, RODERIC SPICER RUSSELL, 2nd Lieut.	SKINNER, EDWARD HOWARD, 2nd Lieut.	THOMPSON, RICHARD HENRY VAUGHAN, Capt.	WILLIAMS, SAMUEL ROGER THOMAS ANTON MONTAGU, Lieut.
PORTER, ROYDEN SPENCER BAYSPOLL, 2nd Lieut.	SKINNER, THOMAS ARNOLD, 2nd Lieut.	THOMSON, JOHN LESLIE, Lieut.	WILLIS, CHARLES FREDERICK, Major.
POTTS, HAROLD GARNOCK, Lance-Corpl.	SLADE, ROBERT BLACKMORE, Lieut.	THOMSON, SPENCER, M.C., Capt.	WILLIS, JOHN EDWIN, Sub-Lieut.
POWELL, CHARLES SWAN, 2nd Lieut.	SLADEN, ST. BARRE RUSSELL, Lieut.-Col.	THOMSON, WILLIAM ROBINSON KETCHEN.	WILLS, ALBAN NOEL, Capt.
POWELL, SCOTT, Capt.	SLATER, JOHN CYRUS, 2nd Lieut.	THORNE, HAROLD UNDERHILL HATTON, Lieut.	WILTON, HAROLD, Capt.
PRESTON, PHILIP SOUTHWELL, 2nd Lieut.	SMITH, GERALD HOWARD, M.C., Lieut.	TILLY, JOHN, M.C., Capt.	WILTSHIRE, PERCY, Major.
PRICE, WALTER HUGH, Lieut.	SMITH, SAMUEL PERCY, Capt.	TIZZARD, GEORGE, 2nd Lieut.	WOLF, PERCY, Lieut.
PRICE, ALFRED OWEN CHALLENGER, Lieut.	SMITH, WYNDHAM ALEXANDER, 2nd Lieut.	TODD, JOHN GEORGE, Capt.	WOOD, CHARLES BERTRAM, 2nd Lieut.
PUMPHREY, ARNOLD, D.S.O., Capt.	SNOWDON, HENRY FREDERICK, Capt.	TOLHURST, ALFRED BUCKLAND, Rifleman.	WOODBIDGE, STEPHEN ANTHONY RUSTON, Capt.
PYKE, GEORGE, 2nd Lieut.	SOMERS-SMITH, JOHN ROBERT, M.C., Capt.	TOLLER, EDWARD NORTHCOOTE, Capt.	WOOLF, WALTER RICHARD MORTIMER, 2nd Lieut.
RADCLIFFE, JOHN DOUGLAS HENDERSON, Capt.	SOULSBY, WILLIAM DOBSON, 2nd Lieut.	TOMKINS, FRANK SAVILL, Lieut.	WOOTTON, FRANK STANLEY.
RAIKES, FREDERICK MONRO, 2nd Lieut.	SOWTER, GEORGE HENRY JOSEPH, Capt.	TONGE, JOHN, C.M.G., Lieut.-Col.	WOBSLEY, JOHN FORTESCUE, Lieut.
RALEY, WILLIAM HENRY GEORGE, Capt.	SPANTON, ARTHUR PECHEY, Pte.	TOWLSON, WILLIAM HOLLAND, 2nd Lieut.	WOULFE, GERALD LASCELLES, 2nd Lieut.
RAMSDEN, ARTHUR AMHERST, Pte.	SPANTON, JOHN WOODFIELD, 2nd Lieut.	TOWN, CHARLES AUBREY, M.C., Capt.	WRIGHT, EDMUND LANCELOT, Capt.
RAPER, ROBERT GEORGE, Major.	SPARLING, ARTHUR EDWARD, Lieut.	TREE, WARREN FRANCIS, Capt.	WRIGHT, EGERTON LOWNDES, M.C., Capt.
RAWLINS, HUGH PENROSE CARDOZO, 2nd Lieut.	SPINNEY, RONALD HENRY, Lieut.	TRINDER, ARNOLD JAMES, Lieut.	WRIGHT, PETER, M.C., Major.
RAYNER, LESLIE KING, 2nd Lieut.	SPRAKE, GILBERT EDWIN, Lieut.	TUCKER, ALFRED, Capt.	WRIGHT, ROBERT, Major.
REED, ANDREW GORDON, Capt.	SPROTT, FREDERICK WILLIAM, 2nd Lieut.	TURNBULL, WILLIAM ANDREW, 2nd Lieut.	WYATT, WILLIAM HERBERT, 2nd Lieut.
REED, GUY, Lieut.		TURNER, ALBERT ERNEST, Pte.	
RICHARDS, JOHN WILLIAM, Lieut.		TURNER, ARTHUR, Lieut.-Col.	
RICHARDS, WILLIAM JOHN, Lieut.		TURNER, GEORGE PERRIOR, 2nd Lieut.	
RICHARDSON, EWART, 2nd Lieut.		TURNER, LEONARD VANE, Pte.	
RICHARDSON, GUY BERNARD, A.B.		TWORT, ALBERT EDWIN, Pte.	
		TYACKE, CHARLES NOEL WALKER, Capt.	
			YOUNG, JOHN ARTHUR, Capt.
			YOUNG-JAMES, ALEXANDER YOUNG, Lieut.

Addenda.

ALEXANDER, AUBREY, Lieut.
BROWN, FREDERICK HOLIFIELD,
H.A.C.
DEARDS, CHARLES, Lieut.
DUNSFORD, REGINALD MARTIN,
Capt.
HEYWOOD, CHARLES CLEMENT,
Lieut.
HUDSON, FRANK, Lieut.
HUNNIBUN, GERALD NORMAN,
M.C., Capt.
HUNTRISS, WILLIAM, Lieut.

Articled Clerks (342).

ADAMS, EDWARD CARINGTON, 2nd
Lieut.
AINSLIE, DENYS ALFRED LAFONE,
Lieut.
ALLAWAY, TREVOR RHYS, M.C.,
Capt.
ALLEN, THOMAS FREITH, Rifle-
man.
ANDREWS, FRANCIS NICHOLAS, 2nd
Lieut.
ARNHOLZ, RONALD H. P., Lieut.
ARNOLD, EDWARD GLADWIN,
Lieut.
ASHINGTON, HARRY SHERARD
OSBORN, Capt.
BAKER, AUBREY HALLIWELL, Capt.
BAKER, NEVILLE ERNEST, Lieut.
BARBER, GEOFFREY CARW, Capt.
BARKER, GEOFFREY, Capt.
BARKER, JAMES.
BARRICK, GEORGE OLIVER JAMES,
2nd Lieut.
BATTEN, JOSEPH KEITH, Capt.
BAXTER, ROWLAND PERCIVAL, 2nd
Lieut.
BEALE, EDMUND LANSDOWNE, Capt.
BEARLOCK, CHARLES HENRY,
Lieut.
BELK, ERIC HERBERT, Pte.
BELL, SYDNEY JAMES, 2nd Lieut.
BENNETT, IVAN PROVIS WENT-
WORTH, Capt.
BERNEY, GEORGE NORMAN, Capt.
BIRD, STANLEY TREGGOLD, 2nd
Lieut.
BISHOP, GERALD CLEMENT WIL-
LIAM, 2nd Lieut.
BLACKWELL, CHARLES, 2nd Lieut.
BLAKE, EDWARD WILLIAM RICH-
MOND, 2nd Lieut.
BLYTON, ARTHUR ALLISTER, Lieut.
BODDINGTON, MYLES, M.C., Capt.
BOOTE, CHARLES WILLIAM, Capt.
BOSWELL, JAMES BAKENDALL,
Major and Quartermaster.
BOWLING, EDWIN RANDOLPH, 2nd
Lieut.
BOWMAN, ANTHONY HARVEY, 2nd
Lieut.
BRACHER, WILLIAM VICTOR ALLEN,
Pte.
BROAD, JOHN ERIC, Lieut.
BROMET, JOHN NEVILLE, Lieut.
BROOKS, FRANK SMITH, 2nd Lieut.
BROWN, FRANCIS JOHN, Pte.
BURDEKIN, GEOFFREY ERIC, Lieut.
BURDETT, THOMAS GEORGE DEANE,
M.C., Capt.
BURY, HAROLD STERNDAL
ENTWISLE, Lieut.
BYRNE, LOUIS FREDERICK, 2nd
Lieut.
CARY, LAUNCELOT SLYVARDE
ROBERT, 2nd Lieut.
CHALLIS, WILLIAM GUY FAWCETT,
2nd Lieut.
CHAMPNEYS, JOHN DALRYMPLE,
Lieut.
CHANCE, FRANK MERYON, 2nd
Lieut.
CHAPMAN, ALFRED JOHN, 2nd
Lieut.
CHAPMAN, LAWRENCE VAUGHAN,
Lieut.
CHOLMELEY, HUGH VALENTINE, 2nd
Lieut.
CLARKE, DONALD, 2nd Lieut.

HUTCHINSON, ANTHONY CHRIS-
TOPHER CAMPBELL, Major.
JONES, OWEN MORRIS, Lieut.
LUMB, JOSEPH WILLIAM, Lieut.
MORSE, PERCY LAPPER, 2nd Lieut.
RICHARDSON, PERCIVAL BLYTHE,
Capt.
TOMKINSON, HARRY CECIL HER-
BERT SEYMOUR, 2nd Lieut.
WILKINSON, CHARLES, M.C.,
Lieut.
WOODHEAD, JOHN WILLIAM, Capt.

CLEGG, FRANK CECIL, Capt.
COHAN, EDWARD MOLYNEUX, 2nd
Lieut.
COLLINS, HORACE ALEXANDER,
Lieut.
COLLIS, FRANK REGINALD, Major.
CONDI, ALLAN GEORGE, Lieut.
COOKE, GUY PROUDFOOT, Sub-
Lieut.
COOPER, FRANK, Pte.
COX, HARLEIGH, Capt.
CRANE, ALBERT CHARLES, Corpl.
CREASEY, HARRY WILLIAM HAY,
M.C., Capt.
CREE, CHARLES EDWARD VICTOR,
Lieut.
CROFT-SMITH, EDWARD SPENCER,
2nd Lieut.
CROOK, LESLIE ARTHUR, M.C.,
Capt.
CROSSE, MARLBOROUGH EVELYN
BEDFORD, Lieut.
CROW, ARTHUR ARNOLD, Pte.
CUNLIFFE, JOHN LEONARD, Capt.
CURTIS, LIONEL CHARLES ALFRED,
Capt.
DAGGETT, CEDRIC HUNTON, M.C.,
Capt.
DALLAS, WILLIAM FREDERICK,
T./Capt.
DARBYSHIRE, WILFRED, Pte.
DAVIES, FAIRFAX LLEWELLYN,
Lieut.
DAVIS, GUY CLIFTON, Lieut.
DAVIS, LEO EDWIN, 2nd Lieut.
DAWKINS, CHARLES JOHN RANDLE,
2nd Lieut.
DAY, RICHARD, M.C. and Bar,
Major.
DEARDEN, REGINALD SLEIGHT, Pte.
DENNES, WILFRED, M.C. and Bar,
Capt.
DICKINSON, WALTER STANLEY.
DIXON, CYRIL MAXFIELD, Lieut.
DOWNSON, HUMPHREY, M.C., Capt.
DUCKSBURY, ORLANDO HARRY,
2nd Lieut.
DURLACHER, ERIC ALEXANDER,
M.C., Capt.
DUTTON, RICHARD, 2nd Lieut.
EAST, FREDERICK ARCHIBALD, Pte.
EDMANSON, JOE, 2nd Lieut.
EDMONDSON, CYRIL ARTHUR, Capt.
ELLIS, EDWARD WHITE, Lieut.
ELLISON, STANLEY JOHN.
ELMHURST, WILLIAM, Capt.
FARADAY, ROY, Lieut.
FEATHERSTONE, WILLIAM DAVIES,
M.C., 2nd Lieut.
FISHER, GERALD LEAROYD HAM-
MOND, Lieut.
FORSTER, WILLIAM, Pte.
FORSTER, WILLIAM OXLEY, 2nd
Lieut.
FOUNTAIN, JOHN ALFRED ARNOTT,
2nd Lieut.
FRENCH, ROBERT MASON JACKSON,
Capt.
FRERE, GILBERT RAPER, Lieut. and
Adjutant.
FRODSHAM, THOMAS WILLIAM,
Capt.
FRY, WILLIAM HENRY, Lieut.
FULLER, GORDON HOWARD, Capt.
FURMSTON, CLEMENT BARRINGTON,
2nd Lieut.
GAIR, THOMAS, Lieut.

GASKELL, DAVID LYNDSAY
STRANACK, 2nd Lieut.
GEE, THOMAS, Lieut.
GILL, BASIL EVERY, Lieut.
GILL, CHARLES TREVERBYN, 2nd
Lieut.
GLOVER, JOHN GRENSIDE, 2nd
Lieut.
GOODALL, MARCUS HERBERT, Capt.
GOODCHILD, EDWARD LIONEL, Pte.
GOODRIDGE, ERNEST, Cpl.
GOSW, HUBERT JOHN, M.C., 2nd
Lieut.
GOTCH, ROBY MYDDLETON, Capt.
and Adjutant.
GREEN, RICHMOND EDWARD
ORMOND LITTLETON, 2nd Lieut.
GREENHILL, FREDERICK WILLIAM
RIDGE, 2nd Lieut.
GREENOP, GARNET ARTHUR CLAUDE,
2nd Lieut.
GRIFFITH, HENRY HALL, Capt.
GRIFFITH, TREVOR LLEWELLYN,
Lieut.
GROVE, ERNEST RICHARD, Lieut.
GUEST, CHARLES HENRY TRAVERS,
Pte.
HALES, WILLIAM CLIFFORD, 2nd
Lieut.
HARR, BERNARD URMSTON, 2nd
Lieut.
HASLEDEN, ROBERT, Pte.
HAWORTH, PERCY GEOFFREY DU
VAL, Lieut.
HAZARD, DOUGLAS GEORGE, 2nd
Lieut.
HAZARD, WILLIAM NOEL, 2nd
Lieut.
HEDDERWICK, GUY, 2nd Lieut.
HILDER, MAURICE LAKE, M.C.,
Capt.
HODGSON, ISAAC HARVEY, Lieut.
HOLLOWAY, BERNARD HENRY,
Capt.
HOLMES, CYRIL ERNEST JACKSON,
2nd Lieut.
HOLMS, JOHN CYRIL, Capt.
HOLTON, CHARLES FIFIELD, 2nd
Lieut.
HOSEGOOD, ARCHIBALD HARDING,
2nd Lieut.
HOSEGOOD, RALPH, Lieut.
HOWLETT, CHARLES WILFRED, 2nd
Lieut.
HUGHES, GEOFFREY LEONARD,
Lance-Sergt.
HUGHES, LEWIS REGINALD, 2nd
Lieut.
HUMPHREYS, DUDLEY FRANCIS, 2nd
Lieut.
HYDE, HAROLD EDWARD, Lance-
Corpl.
INSKIPP, LESLIE, Pte.
ISARD, CYRIL BICKFORD, Capt.
JAGO, HENRY HARRIS, M.C. and
Bar, Capt.
JOHNSON, CYRIL BENTON, Lieut.-
Col.
JOHNSON, LUTHER VINCENT BUR-
GOYNE, Capt.
JOHNSON, THOMAS ROSCOE,
Gunner.
JOHNSON, WILLIAM GODFREY
EARLAM, Capt.
JOHNSTONE, WILLIAM MCCALL, 2nd
Lieut.
JONES, CHARLES EDWARD TUDOR,
2nd Lieut.
JONES, EDWARD EARLE, 2nd Lieut.
JONES, THOMAS CLIFFORD, Rifle-
man.
JONES, WILLIAM JAMES, Lieut.
KEIGHLEY, RICHARD ERNEST
CLAYTON, Capt.
KERSEY, WILLIAM HENRY MYDDLE-
TON, Capt.
KERWOOD, PHILIP MALCOLM, Lieut.
KNOWLES, HEDLEY, Lieut.
LAIRD, ROBERT, Pte.
LALONDE, LIONEL VICTOR POLLOCK,
2nd Lieut.

LAMBERT, GEOFFREY FONTAINE,
2nd Lieut.
LAPHORN, OWEN HECKFORD, 2nd
Lieut.
LAYNG, GEORGE REGINALD STUART,
Lieut.
LEAK, REGINALD, 2nd Lieut.
LEE, WILLIAM ROBERT CHARLES
PAUL FREEMAN, Lieut.
LEHMANN, REGINALD RAY, Pte.
LENTON, FRANK DONALD, Pte.
LEVANSKY, HENRY ADAM TELFER,
Lieut.
LEWIS, BRINLEY RICHARD, Major.
LIDIARD, RICHARD JOHN ABRAHAM.
LILLINGTON, CONRAD IVAN, 2nd
Lieut.
LINDLEY, THOMAS GRENVILLE, 2nd
Lieut.
LIVESEY, ALAN GEORGE HILTON,
2nd Lieut.
LLEWELLYN, HAROLD ALFRED,
Lieut.
LLOYD, RICHARD GLYN, M.C.,
Lieut.
LLOYD, WILLIAM ROYSTON, Pte.
LOW, HOWARD ST. JOHN, Pte.
LUCAS, WILLIAM HERBERT, Lieut.
MACAULAY, GEORGE CECIL GORDON,
Lieut.
MC CARTHY, THADDEUS FRANCIS,
M.C., 2nd Lieut.
MCILWAINE, ARTHUR ARNOLD, 2nd
Lieut.
MACKAY, ALEXANDER WILLIAM,
M.C., Capt.
MCNAUGHT, DOUGLAS RAMSAY, 2nd
Lieut.
MANLEY, FRANCIS CYRIL
CHURCHILL, Lieut.
MANSER-Howe, CHARLES IOR-
WERTH, Lieut.
MARSHALL, JOHN WOODALL, M.C.,
Lieut.
MARTIN, WILLIAM HARROD, 2nd
Lieut.
MASON, CHARLES EDWIN, Pte.
MAWSON, JOHN.
MAY, RICHARD TRELAWNEY, Capt.
MELLISH, JOHN GEORGE, 2nd
Lieut.
MELLOR, PERCY, 2nd Lieut.
MELLOR, PERCY, 2nd Lieut.
MILES, ALFRED CROSFIELD VERNOR,
2nd Lieut.
MILLS, KENNETH LE GAI, 2nd
Lieut.
MINOR, ROLAND, 2nd Lieut.
MOORE, EDWARD HAYDEN, M.C.,
Capt.
MOORHOUSE, ROWLAND EDWARD,
2nd Lieut.
MORGAN, EDWARD LESLIE, Lieut.
MORGAN, JOHN WALTER REES, 2nd
Lieut.
MORLEY, DAVID, 2nd Lieut.
MORRIS, FREDERICK, Lieut.
MORRIS, ROBERT PARRY, M.C.,
Capt.
MORRISON, WILLIAM ALEXANDER
RUSSELL, Pte.
MORTEN, GALBRAITH, 2nd Lieut.
MUNDAY, EDWIN GEORGE STANIS-
LAUS, 2nd Lieut.
MYERS, ARTHUR FRANCIS, Lieut.
NEVE, WALTER GREGORY, 2nd
Lieut.
NEVILL, CLIVE, Pte.
NEVILL, ROBERT, M.C. and Bar,
Capt.
NICHOLAS, THOMAS GLYN, Lieut.
NICHOLSON, ARTHUR HARRY,
T./2nd Lieut.
NORRIS, WILLIAM ERIC, Pte.
NORTHCOTE, DOUGLAS HORACE
GILBERT, Lieut.
OAKDEN, EDWARD RALPH, Capt.
ORPEN, WALTER SELWYN, 2nd
Lieut.
ORRELL, KEITH FAULKNER ANDREW,
2nd Lieut.

OSBORNE, HAROLD JOHN, Lieut.
OWEN, ROWLAND HELY, Lieut.
PARR, DENIS FILLINGHAM, 2nd Lieut.
PARSONS, ARTHUR CYRIL, Capt.
PASSMAN, KENELM GRANBY, Lieut.
PEAKE, HENRY ARTHUR WYATT, Capt.
PEARCE, ARTHUR CARLTON, Lieut.
PEET, FREDERICK WILLIAM, Pte.
PILLMAN, ROBERT LAURENCE, Capt.
PITTS, CHARLES SEYMOUR, M.C., Capt.
POOLE, WILLIAM JOHN ROWLAND ERNEST, Lieut.
POPE, CYRIL MONTAGUE, Lieut.
PORTER, FREDERICK ERNEST GILCHRIST, Capt.
POTTS, CHARLES, 2nd Lieut.
POUNDER, BENJAMIN WILLIAM, Lieut.
PULLAN, CHARLES MAXWELL, 2nd Lieut.
PYBUS, HAROLD ROBERT, Lieut.
RALEY, WALTER HUGH, 2nd Lieut.
RAWLINSON, CURWEN VAUGHAN, 2nd Lieut.
RAYMOND-BARKER, CECIL LANGTON, 2nd Lieut.
READ, ARTHUR JOHN STRATFOLD, Lance-Corpl.
REED, DANE BARON, Capt.
REED, PAUL MAURICE, 2nd Lieut.
REYNOLDS, JAMES, Pte.
RICHARDS, FRANK LEONARD, Pte.
RILEY, ALBERT VICTOR, Lieut.
RIMER, ARTHUR MITCHELL, Pte.
ROBERTS, WILLIAM LAWTON, Pte.
ROBERTSON, NORMAN CAIRUS, Capt.
ROBINSON, JOHN WILFRID, Capt.
ROLLASON, ARTHUR GILBERT, Capt.
ROOKE, WALLACE MORTIMER, Capt.
ROWLANDS, ARTHUR WILLIAM, Lieut.
ROZELAAR, SAMUEL LEWIS, Capt.
RUDDOCK, THOMAS, Lieut.
RUNDELL, LESLIE ERIC, M.C. and Bar, Capt.
RUSSELL, DAVID LESLIE, Capt.
RYLANDS, HAROLD BERTRAM, 2nd Lieut.
RYLANDS, REGINALD VICTOR, Capt.
SALE, RICHARD CRAWFORD, Capt.
SAMUEL, WILFRED GILBERT, Lieut.
SAVORY, MAURICE JEFFERY, Capt.
SCARTH, ISAAC HINTON, Lieut.
SCHOLFIELD, RICHARD DENHAM, 2nd Lieut.
SCULTHORPE, WILLIAM VAUGHAN, 2nd Lieut.
SEWELL, CECIL HAROLD, V.C., Lieut.
SHACKLES, KENNETH GEORGE, 2nd Lieut.
SHARP, STEPHEN OSWALD, Lieut.
SHAW, FRANCIS JOSEPH MARSHALL, 2nd Lieut.
SIDEBOTHAM, GERALD, Capt.
SILLEM, ARTHUR HENRY.
SILVERWOOD, HUGH FLETCHER, Capt.
SIMPSON, GEOFFREY BARNSELY, Capt.
SLINGER, GEORGE NICHOLAS, 2nd Lieut.
SMITH, JOHN ALEXANDER HAY, 2nd Lieut.
SMITH, VERA HERBERT, Lieut.
SOMERVILLE, STAFFORD DUDLEY, Capt.
SPINK, CECIL COOPER, Lieut.
STACKY, CHARLES NOBLE, Lieut.
STANTON, CLAUDE WILFRID, Capt.
STAVILEY, HUGH SHEARDOWN, Lieut.

STOCKDALE, FRANK, Capt.
STOCKTON, JAMES GODFREY, Capt.
STODDARD, RALPH CYRIL, 2nd Lieut.
STOTT, EDWARD HENRY HUSSEY, 2nd Lieut.
SUMMERHAYS, DUDLEY LEYCESTER, Lieut.
SWALLOW, LEONARD, Company Sergt.-Major.
SWEET, JOHN LAXON LESLIE, 2nd Lieut.
TARR, FRANCIS NATHANIEL, Lieut.
TELFORD, HILTON ROBERTS, Capt.
TEMPERLEY, HAROLD KENYON, Lieut.
THICKNESSE, RAYMOND SAMUEL, 2nd Lieut.
THOMAS, FRANCIS BERNARD VIVIAN.
THOMAS, HUGH GARETH, 2nd Lieut.
TINDAL, JOHN HUMPHREY, Gunner.
TINDALL, RICHARD FREDERICK, Lieut.
TOWNSEND, FRANCIS EDWARD STEAVENSON, Lieut.
TUCKER, JAMES PARKE, Capt.
TUFF, FRANK NOEL.
TURNER, CHARLES FRANK, Lieut.
TURNER, JOHN REGINALD, Lieut.
TURNER, REGINALD STANLEY, Lance-Corpl.
TURTON, CECIL WILLIAM, Lieut.
TWEEDY SMITH, ALAN MORTON, 2nd Lieut.
UNDERWOOD, HAROLD HENRY, 2nd Lieut.
UNDERWOOD, JOHN MIDDLETON, 2nd Lieut.
UPTON, JOHN ALBERIC EVERARD, Lieut.
WAKEFIELD, MONTAGUE STEPHEN, Lieut.
WALKER, RICHARD, Gunner.
WALKER, WILLIAM EATON GUY, Capt.
WALTONS, LESLIE HADFIELD, 2nd Lieut.
WARREN, CHARLES GORDON, 2nd Lieut.
WASNBROUGH, WILLIAM LEWIS FREDERICK, 2nd Lieut.
WATKINS, ILTYD EDWIN MAITLAND, Capt.
WELD, HUGH EDWARD, 2nd Lieut.
WHARTON, FRANK HAMMOND, 2nd Lieut.
WHEELER, FREDERICK THOMAS WILLIAM, Pte.
WILLIAMS, JOSEPH EDWARD, Pte.
WILLIAMS, LESLIE CARADOC, 2nd Lieut.
WILLIAMS, MEREDYTH ROBERT OWEN, 2nd Lieut.
WILLIAMS, ROLAND VAUGHAN, 2nd Lieut.
WILLIAMSON, JOHN MAURICE, 2nd Lieut.
WILLS, ALFRED LESLIE, Lieut.
WILSON, CECIL EUSTACE, 2nd Lieut.
WOOD, BRIAN ROBERT PHILLIPS, 2nd Lieut.
WOOD, GEOFFREY DAYRELL, Lieut.
WOOD, THOMAS BASIL, 2nd Lieut.
WOOLFENDEN, RONALD, M.M., Pte.
WORTHINGTON, FREDERICK, Capt.
WRAY, KENNETH GEORGE CHRISTOPHER.
WRIGHT, DONALD HODGSON, Pte.
YORATH, GLYNNE LONGHER, Lieut.
YOUNG, COLIN TURNER, Capt.

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Addenda.

BOYER, ERNEST ALEXANDER, 2nd Lieut.
DEAN, LEONARD LAWSON, 2nd Lieut.
GAMMELL, BEAUMONT EDWARD ZACHARY, Lieut.
HARDMAN, BASIL BROCAS, Lieut.
HINDE, WILLIAM HENRY ROUSSEAU, Capt.
HODDING, HENRY ELLIS, M.C., Lieut.

LATHAM, HAROLD, Corpl.
LOCKETT, GARSTANG BRADSTOCK, Capt.
POOLE, ARTHUR GEORGE, Capt.
REYNOLDS, CHARLES EDWARD, Lieut.
WALLIS, ARTHUR, 2nd Lieut.
WILKINS, VERNON SPENCER, Lieut.
WOODCOCK, FREDERICK, M.C., Capt.

The particulars contained above have been prepared from information compiled by the Law Society, and, although there may be omissions in the lists, they are accurate in so far as it has been possible for the Society to make them so in the short time available.

SOLICITORS AND ARTICLED CLERKS WITH H.M. FORCES.

TO END OF NOVEMBER, 1918.

Honours conferred.

	Solicitors.	Articled clerks.
C.B.	2	—
C.M.G.	15	—
V.O.	—	1
Second bar to D.S.O.	1	—
Bar to D.S.O.	10	1
D.S.O.	81	7
Bar to M.C.	8	13
M.C.	201	149
D.F.C.	1	3
A.F.C.	1	2
M.S.M.	1	—
D.C.M.	4	1
M.M.	3	2
Bar to Croix de Guerre	1	—
Croix de Guerre	6	4
Italian Bronze Medal	—	1

Killed or died on service.

Solicitors.	Articled clerks.
565	341

Books of the Week.

Diaries.—The Legal Diary and Almanac, 1919. Fortieth year publication. Waterlow Bros. and Layton (Limited).

The Solicitors' Diary, Almanac and Legal Directory, 1919. Seventy-fifth year of publication. Waterlow & Sons (Limited).

The Lawyer's Companion and Diary and London and Provincial Law Directory for 1919. Edited by E. Layman, Barrister-at-Law. Seventy-third Annual Issue. Stevens & Sons (Limited). 6s. 6d. net.

Mr. J. E. Hargreave, senior partner in the firm of Hargreave & Heaton, solicitors, Birmingham, was knocked down on Tuesday by a motor-van and killed while cycling to his home at Stratford-on-Avon. He was sixty-two years of age, and acted as agent for Mr. Neville Chamberlain in the election.

Correspondence.

Employment of Discharged Soldier-Solicitors and Clerks.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—At the meeting of the Council of the Law Society on 13th December the hope was expressed that members of our profession might be willing to assist in the employment of discharged soldiers and men by

(a) offering to solicitors and trained men employment in their offices;

(b) offering to men of suitable attainments, whose circumstances justify consideration, articles of clerkship without payment of premium.

In relation to employment, the appropriate registers for members and clerks recommended by members already exist and are kept here.

A register of solicitors ready to offer free articles will also be established here, and communication will then be opened with the Ministry of Labour, the London School of Economics, and any others interested in the subject of finding employment.

The Council are unable to approve any proposal to exempt from the Preliminary Examination (or its alternatives), and would especially welcome applications from graduates or those who avail themselves of a course of legal studies, whose period of articles would be correspondingly reduced.

R. A. PINSENT, President.

Law Society's Hall, Chancery-lane, London, W.C.

14th December, 1918.

Conditions of Admission of Solicitors.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have read with interest the letter of your correspondent in your current issue, but am afraid that he will be disappointed in his suggestions, in view of the facts disclosed in the reports of the Law Society for the past few years.

During the year 1917 nearly 250 solicitors died from natural causes, and less than 100 were admitted to the roll for the same period. There were over 3,000 less solicitors on the roll at the commencement of this year than at the corresponding date in 1914, and I therefore suggest that the regulations respecting admission will be relaxed, and not the reverse, as suggested by your correspondent. That the Law Society were able to press for the making of No. 37 of the National Service Instructions is evidence of the shortage of solicitors and the early need of making up the deficiency. Those who are capable judges do not anticipate the profession being overrun with women, and, in any case, several years must pass before they need be considered.

That some of the businesses carried on are not genuine solicitors' businesses is unfortunately true, but some of the offices of repute, in the provinces at least, are not above competing with estate agents, income-tax recovery agents, debt collectors, and bet collectors.

My suggestions for the improvement of the profession might be summarized as follows:—

(a) No solicitor should be allowed to carry on "business" under any firm name, but should be compelled to practise his "profession" under his own name only.

(b) The number of unqualified clerks that a solicitor should be permitted to employ should be restricted. It is unreasonable that such solicitor should have, say, thirty clerks, with slight supervision.

(c) Solicitors who are clerks to public authorities and who are in receipt of £300 a year or upwards should be excluded from undertaking any other work.

W. R. PHILLIPS.

17th December.

Mortgages of Leaseholds by Demise.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I am very glad to read in your issue of to-day the remarks on this subject, under the heading of "Trusts of Nominal Reversions."

It has long been my opinion that, in the ordinary cases of lease-

hold for long terms at ground-rents not exceeding a small fraction of the rack rental, the practice of taking mortgages by demise is a bad one. It is, however, so firmly established as a usage of the profession that I have not had the pluck to break away from it. Now, encouraged by your remarks, I may be able to do so.

If I were buying a leasehold of the class which I have mentioned I should not attach the slightest importance to the liability for the ground-rent and covenants. Then why should I adopt a different view when lending on mortgage?

The practice is, I think, largely due to the fact that the mortgagee himself does not usually experience the inconvenience of it. The inconvenience falls upon a subsequent purchaser.

In how many leasehold titles are there not outstanding days, necessitating special conditions in case of sale, and causing difficulties if the owner of the lease wishes to acquire the clear freehold, or to surrender the lease with a view to renewal on different terms?

I do not overlook the plan of enabling the mortgagee to get in the lost day by means of a power of attorney in the mortgage, but that seems an elaborate way of avoiding a difficulty which would not occur if the mortgage were taken by assignment.

I hope that some of your readers will express their views on the subject in your columns.

W. H. W.

14th December.

An Epitome of Recent Decisions on the Workmen's Compensation Act, 1906.

By H. LANGFORD LEWIS, Barrister-at-Law.

(Cases decided since the last Epitome, Vol. 62, p. 601.)

(4) MISCELLANEOUS DECISIONS.

Morphett v. Eyre Smelting Co. (Limited) (C.A.: Swinfen Eady, M.R., Duke, L.J., and Eve, J., 4th November, 1918).

FACTS.—The workman met with an accident damaging his knee. After full compensation had been paid for some time, he was examined by the employer's doctor, who came to the conclusion that he was capable of doing light work. Four months later the compensation was stopped, and the applicant commenced proceedings. The employers offered him suitable light work in sifting scrap metal, and there was evidence that he could do it. The judge did not take this offer into consideration, but intimated it could be made the subject of a future application, and awarded full compensation.

DECISION.—The judge was wrong in not taking the employers' offer into consideration, and the court ordered a new trial before another county court judge. (From note taken in court.)

Davies v. Vickers (Limited) (C.A.: Swinfen Eady, M.R., Duke, L.J., and Eve, J., 8th November, 1918).

FACTS.—The workman met with an accident while working a planing machine, by which he lost half of a little finger. Full compensation was paid for over three months. In March, three months after the accident, the employers were advised by their doctor after a medical examination that the workman was quite able to resume work at his former occupation, and they offered to reinstate him, with a declaration of liability. The workman did not dispute that he was able to work, and offered to return to the employment, but only on condition that the employers would pay him £200 "damages" for the loss of his finger. This they refused to do, and on 9th April they stopped payment of compensation. The workman filed an application in July which came on for hearing with a medical assessor in October. The county court judge, after consulting the latter, awarded full compensation up to 31st May.

DECISION.—There was no evidence upon which he could base such an award. The opinion of the medical assessor that he might have been incapacitated down to 31st May was a mere speculation, not based on evidence, and contrary to the workman's own admission. The award was therefore set aside. (From note taken in court.)

Prophet v. Roberts (C.A.: Swinfen Eady, M.R., Duke, L.J., and Eve, J., 11th November, 1918).

FACTS.—A domestic servant, sent into the town on an errand in January, 1914, fell over a hand truck and bruised her elbow. She already had some tubercular disease in the joint, and the effect of the accident was to make it much worse and to incapacitate her partially. In June, 1914, she went into a hospital to be operated upon, and before doing so said to her master, "If my arm got worse so that I could not use it, could I get compensation?" He replied, "No, as the accident happened out of doors." This was a correct statement of the law at that time *Sheldon v. Needham* (7 B. W. C. C. 471). After going into

THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL, WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

the hospital she left the employment. Her arm got no better, and in June, 1916, had to be amputated. In June, 1917, the House of Lords, in *Dennis v. White* (1917, A. C. 479), restated the law applicable to similar cases of street risks, overruling *Sheldon v. Needham*. No claim was made, however, and no proceedings taken until August, 1918, four and a half years after the accident, and then only at the instigation of the applicant's approved society. The county court judge dismissed the application, holding that the applicant had made no claim.

DECISION.—The judge was right. The interview between master and servant was not a claim. The advice he gave her was perfectly good at the time, and there was no reasonable cause for failure to make the claim within six months. She was not entitled to wait until the law was declared to be such as to give her a reasonable chance of succeeding. (From note taken in court.)

By ERSKINE REID, Barrister-at-Law.

(5) HOUSE OF LORDS CASES.

Maydew v. Chatterley-Whitfield Collieries (Limited) (H.L.: Lord Finlay, C., Viscount Haldane, Lords Dunedin and Parmoor, 30th May, 1918).

FACTS.—While in charge of a horse and waggon, drawing coal in the pit, a workman climbed on the waggon. The jolting of the moving truck put his lamp out, and he was unable to see a projection in the roof, which struck his head and caused him serious injury. It was against orders for a man in charge of a horse and load to ride, because if the waggon began to run too fast, his duty was to insert a piece of wood between the spokes of the wheel and so stop it going round. On the authority of *Barnes v. Nunnery Colliery Co.* (1912, A. C. 44; 56 SOLICITORS' JOURNAL, 159), the county court judge made his award for the employers. And his decision was affirmed by the Court of Appeal (1917, 2 K. B. 742; 61 SOLICITORS' JOURNAL, 645).

DECISION.—The principle laid down by *Chilton v. Blair & Co.* (113 L. T. R. 514; 31 *The Times* L. R. 437), on the one hand, and by *Plumb v. Cobden Flour Mills Co.* (1914, A. C. 62; 58 SOLICITORS' JOURNAL, 184), on the other, shewed that the question whether the accident happened within the sphere of the workman's employment, and therefore arose out of his employment, or was due to an added risk voluntarily incurred by him was a fine one. The facts as found were insufficient to enable the House to decide upon which side of the line the present case fell, and the case was remitted back to the county court judge to find further facts. (From note taken in the House. Case reported 1918, W. N. 191; the L.T. newspaper, 8th June, 1918, page 111.)

Price v. Guest, Keen, & Nettlefolds (Limited) (H.L.: Lord Finlay, C., Lords Atkinson and Wrenbury, 17th June, 1918).

FACTS.—A workman had been employed for several years by the respondents, except for one week in 1915, when all the men at the colliery ceased work. The dispute was settled, and they returned to work at increased wages. In March, 1916, the workman met with an accident while working in the pit, which proved fatal. The county court judge found as a fact that during the seven days of the strike there was no engagement at all. The period, therefore, to be taken into account in ascertaining the average weekly earnings of the deceased man was the period between the date when the men resumed work and the date of the accident. The employers contended that in the circumstances the cessation from work for the week in July, 1915, did not break the continuity of the relationship of master and servant, and that compensation had been assessed on too high a basis. The Court of Appeal took that view, and directed the award should be reduced from £300 to £259. The defendants appealed.

DECISION.—The onus of proving that the continuity of employment had been ended by the strike had not been discharged by the defendants, and their lordships (Lord Finlay, C., dissenting) affirmed the order of the Court of Appeal. (From note taken in the House. Case reported 1918, A. C. 760; 62 SOLICITORS' JOURNAL, 619; 119 L. T. Rep. 345.)

Clewley v. Carlton Main Colliery Co. (Limited) (H.L.: Lord Finlay, C., Viscount Haldane, Lords Sumner and Wrenbury, 27th June; 12th and 15th July, 1918).

FACTS.—A collier, while working for the respondents, met with an accident in August, 1910, which resulted in lameness. For three years his employers paid him half-wages (18s. 2d. a week) on the basis of total incapacity. He partially recovered, and they ceased to make these payments in July, 1913. In October, 1913, an agreement was come to whereby the employers were to find the workman a house near the colliery and work which he could do sitting down. He was to be paid 8s. 10d. per week as compensation and wages at a rate which would enable him to earn on an average 27s. 6d. a week. The 8s. 10d. a week was regularly paid the workman. In 1916 the employers applied to redeem this weekly payment of 8s. 10d. a week under clause 17 of the First Schedule to the Act. The application was resisted on the ground that the payment was not subject to redemption except by agreement.

DECISION.—The term "weekly payment" in clause 17 was confined to cases where the weekly payment represented the full measure of

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compensation to which the workman was entitled. The 8s. 10d. paid the workman did not represent the full measure of his compensation, and was therefore a weekly payment, incapable of being redeemed. (From note taken in the House. Case reported 1918, A. C. 744; 62 SOLICITORS' JOURNAL, 723; 34 *The Times* L. R. 577.)

CASES OF THE WEEK. Court of Appeal.

THE COURTS (EMERGENCY POWERS) ACT, 1914, and *Re HILL'S APPLICATION*. No. 1, 4th December.

EMERGENCY LEGISLATION—MORTGAGE—LEAVE TO EXERCISE POWER OF SALE—INABILITY TO PAY OWING TO WAR—BURDEN OF PROOF—PARTIES—PUISSNE INCUMBRANCERS—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 GEO. 5, c. 78), s. 1.

On an application by a mortgagee under the Courts Emergency Powers Act, 1914, for leave to exercise his power of sale, the onus is on the mortgagor to prove that his inability to pay is directly or indirectly attributable to the war. On such an application subsequent incumbrancers claimed to be heard, and were heard, by Eve, J., who decided, however, that they had no locus standi. On appeal.

The Court of Appeal dismissed the appeal on the merits, and gave leave to exercise the power of sale, but expressed the opinion that subsequent incumbrancers desiring to be heard on such an application should be allowed to appear and be heard.

Appeal by second mortgage debenture-holders from a decision of EVE, J. (reported 62 SOLICITORS' JOURNAL, 765), on an application by the first mortgage debenture-holders under the Courts (Emergency Powers) Act, 1914, for leave to exercise their power of sale. The mortgagors were a company which had issued a series of first mortgage debentures for £15,000, and second mortgage debentures for £2,500. In July, 1915, the first debenture-holders appointed a receiver, and in January, 1917, a compulsory order for winding up the company was made. The amount due under the debentures was still owing, but the interest had been paid. The present application by the trustees for the first mortgage debenture-holders was opposed by the holders of the second debentures, who were allowed, by leave given in chambers, to appeal and

be heard without any expression of opinion, and by the company, whose opposition was only formal. Eve, J., heard the second debenture-holders on the merits, but held that on that application they had no *locus standi*, as, though they had the right to redeem, they were under no liability to pay off the first mortgagees. On the merits he held that the company was in a bankrupt condition in October, 1916, and probably for some time before, and that the burden of shewing that its inability to pay was due to circumstances directly or indirectly attributable to the war, which lay upon the respondents, had not been discharged. He therefore gave leave to exercise the power of sale. The second debenture-holders appealed.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., said the application was one for leave to realise a security, and the Court had to consider whether the debtor was unable to make payment by reason of circumstances attributable to the war. A preliminary question arose as to the right of the second debenture-holders to be heard. The learned Judge below allowed them to be heard, and they were heard both below and in that court, and their lordships thought it was desirable that they should be so heard. But in his lordship's judgment the evidence was not such as to establish that the company's inability to make the payment of £15,000 was by reason of circumstances attributable to the war. There was an absence of any evidence to shew that was the case, and it must be shewn by the person alleging it that the company could have procured the transfer of the debt to any ordinary prudent person as a commercial proposition. It was not enough for persons to come forward and say, "In my opinion the company could have done this." It must be proved by evidence. The learned Judge was justified in saying that the preliminary point was not proved, and the appeal must be dismissed.

WARRINGTON, L.J., delivered judgment to the same effect, observing that if a second mortgage debenture-holder wished to be heard, the Court could not come to a satisfactory decision without having him before it, and allowing him to be heard.

DUKE, L.J., concurred.—COUNSEL, Clayton, K.C., and Mossop; Tomlin, K.C., and Galbraith; Maugham, K.C., and Wright Taylor. SOLICITORS, Pritchard, Englefield, & Co., for Costaker Smitton & Holme, Darwen; Van Sandau & Co., for Wright, Beckett, Wright, & Co., Liverpool; Peacock & Goddard, for H. & A. Maxfield, Sheffield.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re GARSIDE. WRAGG v. GARSIDE. Astbury, J. 3rd December.

WILL—CONSTRUCTION—TRUST FOR MAINTENANCE—DISCRETIONARY TRUST—SURPLUS INCOME—ACCUMULATIONS—INCOME OR CAPITAL—ACCUMULATIONS ACT, 1800 (39 & 40 GEO. 3, C. 98).

A testator devised land to trustees upon trust out of the income to provide for the maintenance of his son in such manner as they should think fit. The testator died in 1893 and his son in 1918. At the date of the son's death the trustees held the sum of £12,000, representing income not applied in the son's maintenance. On a summons asking whether the £12,000 passed under the residuary bequest in the will,

Held, that the sum passed under the residuary bequest and that the portion of it accumulated between the testator's death and 21 years afterwards was capital and the portion accumulated after the 21 years was income of the residuary estate.

This was an adjourned summons transferred from the list of Eve, J., and raised a question as to the parties entitled to surplus income not required under a trust for maintenance. By his will the testator devised certain real estate to trustees upon trust for sale, and he directed the trustees to apply the income arising from such sale, or a competent part thereof, in and for the maintenance, support and benefit of his son Abraham, and to arrange and provide for the support of his said son Abraham in such manner as they should in their uncontrolled discretion think fit. The testator also directed that upon the death of his son Abraham without issue his said trustees should hold the property upon certain trusts under which his son Frederick took an estate for life with remainder to his children. The testator died in 1893, and his son Abraham died in 1918 without leaving children. At the date of Abraham's death the trustees held the sum of £12,000, which represented the accumulated income of the property which they had not deemed it necessary to apply for Abraham's maintenance and support. On Abraham's death without children his brother Frederick became tenant for life of the testator's real and personal estate with remainder to his children. This summons was taken out by the trustees to have it determined (1) whether the sum of £12,000 passed under the residuary bequest in the will or belonged to the estate of the testator's son Abraham either under the terms of the will or as heir-at-law of the testator, and (2) whether, if it passed under the residuary bequest, it was to be treated as capital and invested, or whether it belonged to the testator's son Frederick as tenant for life.

ASTBURY, J., after stating the provisions of the will, said: The testator died in 1893 and his son Abraham died in 1918. From the death of the testator to the death of his son Abraham the trustees accumulated the income, amounting in the aggregate to the sum of £12,000, which they did not deem it necessary to apply for the main-

tenance and support of Abraham during his lifetime. The summons asks whether the £12,000 belongs to Abraham's estate or passed under the residuary bequest in the will, and whether it is to be treated as capital or income. With regard to the first question it is to be noticed that there is no direct gift of the income of the real estate to Abraham, but only a discretionary trust to apply the income for his benefit. The trustees had exercised that discretionary trust, and surplus income to the amount of £12,000 had accumulated in their hands, which sum passed under the residuary bequest in the will. A more difficult question is as to the character in which such sum is to be so held. The period during which the accumulations were made exceeded twenty-one years from the testator's death, and on the authorities accumulations can only be made for twenty-one years. Therefore the sum of £12,000 must be divided into two portions, one, that accrued between the death of the testator and the expiration of the twenty-one years, and another, that accrued after the expiration of the twenty-one years. As to the valid portion accumulated during the twenty-one years, that formed part of the capital of the testator's residuary estate and on the death of Abraham passed as such residue. With regard to the portion which accrued between the expiration of the twenty-one years and the death of Abraham in 1918 there are many decided cases. On this point I propose to follow the decision of Sarjant, J., in the case of *Re Hawkins, White v. White* (1916, 2 Ch. 570), where he held, following *Re Phillips* (49 L. J. Ch. 193) and *Re Cababé* (59 SOLICITORS' JOURNAL, 129) in preference to *Crawley v. Crawley* (7 Sim. 427), *O'Neill v. Lucas* (2 Keen, 313), and *Re Pope* (1901, 1 Ch. 64), that surplus income of this character could not be added from time to time to the capital of the residuary estate, because of the Accumulations Act, 1800, and therefore that it was distributable as income of the residuary estate.—COUNSEL, P. Wheeler; Owen Thompson; E. E. H. Brydges; Dighton Pollock. SOLICITORS, King, Wigg & Brightman, for Broomhead, Wightman & Moore, Sheffield.

[Reported by S. K. WILLIAMS, Barrister-at-Law.]

Re GLENDINNING. STEEL v. GLENDINNING. Younger, J. 28th November.

WILL—CONSTRUCTION—"MONEYS AT THE BANK"—CURRENT ACCOUNT—DEPOSIT ACCOUNT.

A gift of "all my moneys at the bank" passes not only moneys on current account but moneys on deposit account withdrawable on seven days' notice.

Manning v. Purcell (1855, 7 D. M. & G. 55), applied.

There is no difference in principle in the nature of a deposit requiring notice of withdrawal and a deposit not requiring notice of withdrawal.

This was an originating summons to determine whether money on deposit at a bank on a seven days' notice of withdrawal passed under a gift in a codicil to a will of testator of "all my moneys at the bank." At the date of his death the testator had at his bank both moneys on current account and moneys on deposit, the latter withdrawable on a seven days' notice. He bequeathed to his wife "all my moneys at the bank." Counsel for the wife submitted that the money on deposit passed under this gift as well as the money on current account, and relied on *Manning v. Purcell* (1855, 7 D. M. & G. 55). Counsel for children interested in the residue contended that the money on deposit did not pass because money on deposit on notice of withdrawal differed from money on deposit on demand. He referred to *Re Hoover* (1906, W. N. 189).

YOUNGER, J., after stating the facts, said: I hold that the money on deposit passed. It must be admitted that "money at my bank" does not necessarily in a legal sense represent either a current or a deposit account; each is nothing but a debt, and would be more correctly described as "money owing by my bank to me." But there is no question that money at a bank has always been held to include money on current account, and the reason in fact is that the Court regards these moneys as so certainly payable on demand that they might be regarded as such. For the present purpose I do not think there is any difference between a current account and a deposit account, even though for the withdrawal of the money on deposit the bank is strictly entitled to seven days' notice. Though usually there is that restriction on deposit accounts, it is never insisted upon, but even if it were it does not alter the nature of a deposit account which requires notice, so as to make it different in substance from one which requires no notice. The true principle is set forth in *Turner, L.J.*, in *Manning v. Purcell* (*supra*), when he said, "The substance of the case is that the testator had two distinct accounts at his banker's, the one a current account and the other an account which he treated as a reserve fund, but which was not therefore the less his moneys." Whether in that case notice was necessary to withdraw the money on deposit seems doubtful. I do not think it was. One of the Judges in the case, *Knight Bruce, L.J.*, had some doubt about the reserve fund passing, because he thought it required notice of withdrawal, but, nevertheless, he did not think his doubt justified him in dissenting from the decision appealed from. I prefer to treat the matter as one of substance, as Lord Justice Turner has done.—COUNSEL, Wilfred Hunt; J. E. Harman; Greenland. SOLICITORS, J. Moverley Sharp; Le Brasseur & Oakley.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PARKER v. CRISP & CO. Div. Court. 22nd November.

SALE OF GOODS—VERBAL CONTRACT—PART PAYMENT—PAYMENT BY CHEQUE—ACCEPTANCE—SALE OF GOODS ACT, 1893 (56 & 57 VICT. C. 71), s. 4, SUB-SECTION (1).

By an oral contract saccharine was sold at the price of 310s. a lb. The duty up to that time had been 72s. a lb., but it was increased by 60s. on the day the contract was made, but this fact was not known until the day following. The buyer, on the same day that the contract was made, wrote to the seller, enclosing a cheque in payment. In reply, the sellers next day wrote saying that unless the plaintiffs were able to pay the excess duty, they would be unable to send the goods. They also said, "We will return your cheque with pleasure upon hearing from you that you will not require the goods."

Held, that there was "part payment" to satisfy section 4, sub-section (1), of the Sale of Goods Act, 1893.

Appeal by defendants from Liverpool County Court. Action for damages for breach of contract to deliver 25 lb. of saccharine at the price of 310s. a lb. The contract was made on 22nd April, 1918, and on that day the duty on saccharine, which had been up to then 72s. a lb., was increased by 60s. a lb., but this increase was not disclosed until the day following. The contract was at first made verbally by telephone, and on the same day (22nd April) the plaintiff wrote to the defendants confirming the telephonic contract, and enclosing a cheque for £387 10s. in payment. On 23rd April defendants replied, saying that unless plaintiff was able to pay the excess duty, they would be unable to send the goods. They said, "We will return your cheque with pleasure upon hearing from you that you will not require the goods." The county court judge gave judgment for the plaintiff for £75, his finding on the facts being that the plaintiff was carrying out the agreed mode of payment, and that the defendants made no stipulation as to an increase in the price if the duty were raised. The defendants appealed on the ground that no "part payment" had been given within section 4 of the Sale of Goods Act, 1893. This section provides that "A contract for the sale of any goods of the value of £10 or upwards shall not be enforceable by action unless the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the contract, or in part payment, or unless some note or memorandum in writing of the contract be made and signed by the party to be charged, or his agent in that behalf."

COLERIDGE, J.—Two questions have to be decided in this case. First, whether under section 4, sub-section (1), of the Sale of Goods Act, 1893, there has been part payment under the terms of the section, the fact being that after the verbal contract was completed the plaintiff sent his cheque, in accordance with the agreement, in a letter dated 22nd April. The defendants replied, saying that since the verbal contract the duty had been nearly doubled, and they would not be able to let him have the goods unless the excess price were paid. In the meantime they retained the cheque, which has never been cashed. The question is whether under the circumstances the cheque was payment, or part payment, as to be within the terms of section 4, sub-section (1), of the Sale of Goods Act, 1893. The case of *Davis v. Phillips, Mills, & Co.* (1907, 34 T. L. R. 4) has been cited. There the plaintiff verbally agreed by telephone to buy certain goods above the value of £10, and the seller, on receipt of the plaintiff's two cheques by the same post, immediately returned them, alleging there was no concluded contract. Channell, J., in that case, said the question was whether, assuming there was a contract, it was taken out of the statute by the plaintiff sending a cheque, which was immediately returned. Channell, J., came to the conclusion that that was not a payment which took the case out of the statute. In that case the facts were different from those of the present case. There the cheque was not accepted, but immediately returned. Here the cheque was not returned, and the question is whether it was accepted. In *Davis v. Phillips, Mills, & Co.* (*supra*) the defendant instantly returned the cheque, and in returning it alleged that the contract did not exist. It could not be said that under those circumstances the mere posting of the cheque, and the delivery by the post office to the defendant, who repudiated it, was a keeping, or dealing with, the cheque in such a way as to be in fact payment, either wholly or in part, in respect of the contract. But in the present case the facts were very dissimilar. The defendants wrote the letter of 23rd April, which must be read in the light of the findings of fact, these being that there was a verbal contract to deliver these goods at the price which was named, and that there was no agreement for paying an increase of price, if there was the imposition of an extra duty. The writer of that letter must be deemed to be conscious that there was nothing to justify him in calling upon the plaintiff to pay anything beyond the sum tendered or sent by cheque. Regarding the letter in that light, the reasonable construction of it is to shew the admission or acceptance of the contract, which was found by the county court judge to have been made, and a holding and accepting of the cheque in an attempt to impose fresh terms upon the contract by threatening to return the cheque, if such an imposition in regard to the price was not agreed to. The reasonable construction of the letter is that it was a recognition by the defendant of the contract, and was an attempt, by keeping the cheque, to hold it in *terrorem* over the plaintiff, in order to extract an addition to the price which was not in the contract already made. If that be the true construction of the letter it would be a sufficient com-

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pliance with the terms of the Sale of Goods Act, 1893, as to payment, and it seems to be unnecessary to enter into a discussion as to whether the letter was a memorandum of the contract.

AVORY, J., in agreeing with the preceding judgment, said: Counsel for the appellants had contended that there could be no payment without an acceptance, and that it was necessary to distinguish between payment and tender, and he referred to the case of *Norton v. Davison* (47 W. R. 275; 1899, 1 Q. B. 401); but he (Avory, J.) doubted if he was right. Giving "in part payment" implied receipt or acceptance of such a nature that it affords some evidence of the contract in question; and that was the case here. Appeal dismissed.—COUNSEL, Gandy, for the appellants; *du Parcq* (Barrington-Ward with him), for the respondent. SOLICITORS, Dennison, Horne, & Co., for Adcock & Simmons, Birmingham; Davenport, Cunliffe, & Blake, for Edwards Lloyd, Liverpool.

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

HAYDON AND ANOTHER v. PRING. Horridge, J. 13th, 14th, 15th, 25th November.

PROBATE—ACTION—PRACTICE AS TO COSTS—DISCRETION—JUDICATURE ACT, 1890 (53 & 54 VICT. C. 44), s. 5—R.S.C., ORD. LXV., R. 1.

In an action in the Probate Division the Court has jurisdiction under the Judicature Act, 1890, s. 5, and R.S.C., ord. 65, r. 1, to order that the costs of one of two co-plaintiffs (executors propounding a will) shall be paid out of the testator's estate, and that the other co-plaintiff shall pay to the defendant the costs of the action, including the costs paid to his co-plaintiff ordered to be paid out of the testator's estate, which the defendant represents, and in which he has an interest.

The two plaintiffs, a doctor and solicitor, as executors, propounded a will of Mrs. Barlow, deceased, dated 30th April, 1917, with a codicil thereto. The defendant, who was an executor of, and a beneficiary under, an earlier will, pleaded that the will and codicil propounded by the plaintiffs, (1) were not duly executed, (2) that the testatrix was not of sound mind, memory, and understanding at the time of the execution, (3) that she did not know and approve of the contents, and (4) that the execution of the said will and codicil was obtained by the undue influence of the plaintiff, Dr. W. H. Fawcett, and Nurse Wareham, who both benefited largely under the will. After a trial lasting three days the Judge decided against the defendant on the first three pleas, but in his favour on the plea of undue influence, and he pronounced against the will and codicil propounded by the plaintiffs and in favour of the earlier will. He also found that the plaintiff Haydon, the solicitor, had acted throughout the case with care and propriety, and that he was bound to propound the will of which he was one of the executors, but he reserved the question of costs.

HORRIDGE, J., after stating the facts and findings as above stated, said: In *Re Jeffries, Hill v. Jeffries* (33 T. L. R. 80, 81), the Master of the Rolls says at page 81: "But it was said that there was a rule in Probate that a person who, as an executor, propounded a document which he failed to establish, could not be ordered to pay the costs unless he had been guilty of some breach of duty. There was nothing in the authorities cited which tended to support such a proposition. The present was not a case where documents put forward was a genuine will so far as signatures and witnesses were concerned, but where at the trial it was proved that the testator was *non compos mentis* when he executed it, in a case such as that the executor might get his costs." Having regard to the view which I took of Mr. Haydon's conduct I feel he ought to have his costs paid out of the estate, but that the plaintiff Dr. W. H. Fawcett ought to pay defendant's costs of the

action. I was asked by counsel to say that in the costs to be paid by the plaintiff Dr. W. H. Fawcett there should be included the costs which I have awarded to the plaintiff Haydon out of the estate of the deceased. If I have power to give this direction, I shall certainly give it, as I consider that the plaintiff Fawcett, acting in concert with Miss Wareham, caused the will and codicil propounded by the plaintiffs to come into existence, and threw upon the estate the costs of the litigation. I cannot find any cause where costs awarded against the defendant, or costs awarded against the estate of which the defendant is executor, have been ordered to be paid by a co-plaintiff, but after carefully considering the cases *Sanderson v. Blythe Theatre* (1903, 2 K. B. 533) and *Bullock v. The London General Omnibus Co.* (1907, 1 K. B. 254), I have come to the conclusion that the powers conferred by section 5 of the Supreme Court of Judicature Act, 1890, and ord. 65, r. 1, of the Rules of the Supreme Court give me an absolute discretion in the matter, which I shall be wrong if I do not exercise in this case. In the latter case *Collins, M.R.*, at p. 270, says: "I think that the term 'costs' in section 5 of the Judicature Act, 1890, ought to be read as including costs which a particular party may be ordered to pay in the first instance and then to have over against another." It is quite true that the defendant is not ordered personally to pay costs in this case, but they are given out of an estate of which he is executor, and which he represents, and which is diminished by his having to pay such costs. In the case of *Sanderson v. Blythe Theatre* (*supra*) *Stirling, L.J.*, at page 543, says: "It is to be observed that when the Court of Chancery ordered the costs of one defendant to be paid by the plaintiff and added to his own, and the whole to be borne by another defendant the Court was not giving substantive relief by way of indemnity or damages or otherwise, but was simply exercising its jurisdiction over the costs of the pending suit." I exercise my discretion by directing that the costs to be paid by the plaintiff Fawcett to the defendant Pring shall include the costs which I have ordered to be paid to the plaintiff Haydon out of the estate of which the defendant Pring is executor.—*COUNSEL, Holman Gregory, K.C., and Cotes-Predy*, for the plaintiffs; *Rigby Swift, K.C., and Latham* (Darley Clifton with them), for the defendants. *SOLICITORS, Peacock & Goddard, for Mooring, Aldridge, & Haydon; Lewis & Sons.*

[Reported by C. G. TALBOT-PORSONBY, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 13th December contains the following, in addition to matter printed below:—

1. An Order in Council, dated 13th December, making additions to the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915, as follows:—

Argentina, Paraguay and Uruguay (1); Brazil (10); Chile (3); Guatemala (3); Honduras (1); Mexico (10); Morocco (7); Netherlands (12); Netherland East Indies (16); Spain (11).

There are also a number of removals from and variations in the list. A List (The Consolidated List, No. 68a) consolidating all previous Lists, up to and including that of the 15th November, 1918, is now published. This consolidated List, together with List No. 69 and the present List, contains all the names which up to this date are included in the Statutory List.

2. An Order in Council, dated 13th December, further amending the Proclamation, dated the 10th day of May, 1917, and made under Section 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of the Exportation of Arms Act, 1900, and Section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited:

The *London Gazette* of 17th December contains the following:—

3. A Foreign Office (Foreign Trade Department) Notice, dated 17th December, that certain names have been added to the list of persons and bodies of persons to whom articles to be exported to China may be consigned.

4. A further Notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted by the Board of Trade to certain companies, firms and individuals. The present list contains some fifty-three names.

5. Admiralty Notices to Mariners as follows:—

(1) No. 1490 of the year 1918: England, South-East Coast:—Folkestone Approach—Area re-opened to Traffic.

(2) No. 1503 of the year 1918: Order to Vessels to Keep Clear of Convoys no Longer in Force. Former Notice, No. 302 of 1918, is hereby cancelled.

Admiralty Orders.

ADMIRALTY NOTICE TO MARINERS.

No. 1462 of the year 1918.

NORTH SEA.

Orkney Isles—Amended Limits of Dangerous Area.

Former Notice.—No. 1339 of 1918; hereby cancelled.

The following area in addition to that notified by Admiralty Notice

to Mariners No. 651 of 1918 is dangerous to all shipping and should be avoided:—

Dangerous Area.

The area enclosed by straight lines joining the following positions:—

- (1) Latitude 59° 20' 00" N., longitude 0° 50' 00" W.
- (2) Latitude 59° 20' 00" N., longitude 2° 04' 00" W.
- (3) Latitude 59° 00' 00" N., longitude 2° 15' 30" W.
- (4) Latitude 58° 50' 00" N., longitude 0° 50' 00" W.

Authority.—The Lords Commissioners of the Admiralty.
7th December.

[*Gazette*, 13th December.

CHARTS AND HYDROGRAPHIC PUBLICATIONS.

Notice is hereby given, that the Lords Commissioners of the Admiralty have cancelled the Order made by them on the Eight day of June, 1918, under Regulations 24 and 24a of the Defence of the Realm Regulations by which the transmission, consignment or conveyance of charts and hydrographic publications from the United Kingdom was prohibited unless sanctioned by a permit issued by the Hydrographer of the Navy. The Order was published in the *London Gazette* on the 11th day of June, 1918.

16th December.

[*Gazette*, 17th December.

CAMERAS ON BOARD SHIP.

Notice is hereby given, that in consequence of the revocation of No. 19 of the Defence of the Realm Regulations by Order in Council of the 25th November, 1918, the Order made by the Lords Commissioners of the Admiralty and published in the *London Gazette* dated the 22nd October, 1918, respecting the use of cameras on board ship is cancelled.

5th December.

[*Gazette*, 13th December.

Food Orders.

THE BREAD ORDER, 1918.

General Licence.

Notwithstanding anything to the contrary contained in the above Order [S.R. & O., No. 547 of 1918] the Food Controller hereby permits bread which has been made less than twelve hours to be sold and offered and exposed for sale and delivered under a contract of sale:—

(a) in England, Wales and Ireland between the 23rd December and the 28th December, 1918, both dates inclusive, and

(b) in Scotland between the 30th December, 1918, and the 3rd January, 1919, both dates inclusive.

26th November.

THE MANUFACTURE OF FLOUR AND BREAD ORDER

(No. 2), 1917.

Directions as to Imported Flour.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby directs that the restrictions on the use of Imported Flour imposed by the Directions dated the 27th November, 1917 [S.R. & O., No. 1219 of 1917], shall henceforth cease to have effect but without prejudice to any proceedings in respect of any previous contravention thereof, and that accordingly until further notice Imported Flour may be used and sold notwithstanding that it is not mixed with flour milled in the United Kingdom.

Nothing in these Directions authorises the use of Imported Flour for any purpose which is a precluded purpose under the Flour and Bread Prices Order, 1917 [S.R. & O., No. 937 of 1917].

28th November.

The following Food Orders have also been issued:—

The Butter (Ireland) No. 2 Order, 1918. 18th October.

Order amending the Oats (Registration of Dealers) (Ireland) Order, 1918. 28th November.

The Cattle Feeding Stuffs (Maximum Prices) Order, 1918, Notice under. 30th November.

[We are obliged to hold over a number of Orders till next week.]

Societies.

Law Society.

RELEASED SOLICITORS AND STUDENTS.

At a meeting of the Council of the Law Society on 13th December the hope was expressed that members of the profession might be willing to assist in the employment of discharged soldiers and men by (a) offering to solicitors and trained men employment in their offices; (b) offering to men of suitable attainments, whose circumstances justify consideration, articles of clerkship, without payment of premium.

In relation to employment, the appropriate registers for members and clerks recommended by members already exist, and are kept at the Law Society's Hall, Chancery-lane, London, W.C. A register of solicitors ready to offer free articles will also be established, and communication

will then be opened with the Ministry of Labour, the London School of Economics, and any others interested in finding employment.

The Council are unable to approve of any proposal to exempt from the Preliminary examination (or its alternatives), and would especially welcome applications from graduates, or those who avail themselves of a course of legal studies, whose period of articles would be correspondingly reduced.

THE ARMISTICE.

At the meeting of the Council on the 15th November the following resolutions were passed unanimously:—

THEIR MAJESTIES THE KING AND QUEEN.

"That the President, Vice-President and Members of the Council of the Law Society respectfully tender to their Majesties the King and Queen, and to their Royal Highnesses the Prince of Wales and other members of the Royal Family, their loyal and affectionate congratulations on the signature of the Armistice in the war with Germany.

"They recall with grateful hearts the fortitude and confidence with which their Majesties and the members of the Royal Family have sustained the vicissitudes of the great war, and have thereby encouraged their peoples, as well as their armed forces, to endure until this day, and devoutly pray that the efforts to preserve the world's freedom may be crowned with success on the signature of peace."

THE PRIME MINISTER.

"That the President, Vice-President and members of the Council of the Law Society beg leave to offer to the Prime Minister, the Right Honourable David Lloyd George, their most sincere congratulations on the signing of the Armistice with Germany, and on his arduous efforts which have brought the long struggle between freedom and militarism to a successful conclusion.

"They remember with pride that the Prime Minister is a member of their own profession, a profession engaged in and devoted to the maintenance of law and justice, and feel that the Empire may confidently rely that, in the settlement of the terms of peace, he will bear in mind, as he has so finely said, that 'we will do no wrong, we will abandon no right.'"

The following letter in acknowledgment, from the Prime Minister's secretary, was laid on the table:—

10, Downing-street,
19th November, 1918.

Dear Sir,—The Prime Minister wishes me to convey to you his thanks for your kind letter of the 15th inst., and for the resolution of congratulation which you send on behalf of the Council of the Law Society. It is a source of great pleasure to him to receive such a warm message from the members of his own profession.—Yours faithfully,
R. A. Pilsent, Esq. J. T. DAVIES.

Notice.

A special general meeting of the members of the society will be held in the Hall of the Society, on Friday, the 31st January, 1919, at 2 p.m.

Notice in writing must be given to the secretary not later than the 9th January next of any motion to be moved at such meeting.

Dated the 16th December, 1918.

E. R. Cook, Secretary.

The Law Society's Hall, Chancery-lane, W.C. 2.

League of Nations Union.

MEETING AT THE LAW SOCIETY'S HALL.

By permission of the Council, a meeting will be held in the Reading Hall, at 5 p.m. on Thursday, 16th January, for the purpose of explaining the objects of the Union, and inviting discussion. The Right Hon. Lord Shaw of Dunfermline (a Vice-President of the Union) will address the meeting. The President of the society (Mr. R. A. Pilsent) will occupy the chair.

The Society of Nations.

The *Times* correspondent at Paris, in a message dated 16th December, says:—"A great deal of silent hard work has been accomplished in France in the study of the Society of Nations by the Ministerial Committee formed when M. Ribot was Premier, and presided over by M. Leon Bourgeois, who throughout the latter part of his life has become, mainly owing to his connection with The Hague movement, a specialist in the matter.

"This Committee has prepared reports dealing with every aspect of the question, and these reports have been sent to the Allied Governments. The British Government has also sent, or communicated, the results of its consideration of the matter to the Allied Powers.

"In addition to the official Committee, the Association Française de la Société des Nations has been very active. At its meeting to-night it will receive Major Davies, the General Secretary of the British Society of Nations Union.

Mr. John Watts, of St. Ives, Hunts, solicitor, left £100 each to Huntingdon County Hospital; the Convalescent Home, Hunstanton; Addenbrooke's Hospital, Cambridge; the Solicitors' Benevolent Society; and the Royal Agricultural Benevolent Association, and left estate of gross value £43,731.

Obituary.

*Qui ante diem perlit,
Sed miles, sed pro patria.*

Second Lieutenant Walter E. Richards.

Second Lieutenant WALTER EDWARD RICHARDS, 3rd Royal Sussex Regiment, was the only child of Mr. and Mrs. Albert E. Richards, of School House, Uckfield. He was educated at Uckfield Grammar School and at London University, and was in the final year of his articles to Messrs. Dawson & Hart, solicitors, of Uckfield. After a varied training, extending over two years, in the University of London Officers Training Corps, Queen Victoria's Rifles, the R.F.A., and the 12th Officer Cadet Battalion, Newmarket, he was gazetted to the 3rd Royal Sussex Regiment. He was wounded in an attack near St. Quentin. Much weakened by an attack of influenza and a third operation, he had not strength to combat blood poisoning, and passed away, on 11th December, in his twenty-first year.

Legal News.

Appointments.

Dr. Frank Collins, acting Coroner for Metropolitan Essex, has resigned, owing to illness, and Mr. W. W. DAYBELL, solicitor, has been appointed to succeed him. Mr. Daybell was admitted in 1904.

Mr. WALTER DURRANCE, at present Official Receiver for the Bankruptcy Districts of the County Courts holden at Bradford and Halifax, has been appointed to be also Official Receiver for the Bankruptcy Districts of the County Courts holden at Dewsbury and Huddersfield.

Changes in Partnerships.

Dissolution.

ARTHUR EDWARD EVES and ALFRED ROBERT RULE, solicitors (Eves & Rule), 7, Charles-square, Hoxton, London. Dec. 31, 1916. The said Alfred Robert Rule is continuing the practice in his own name at the said address. [*Gazette*, Dec. 17.

General.

The lines quoted under "In Memoriam" in "Current Topics" are from the stanzas "To our Dead," by Mr. Edmund Gosse, which appeared in the *Westminster Gazette* of 20th October, 1914.

The Rev. Ernest William Barnes, Sc.D., F.R.S., Master of the Temple, has been appointed to the Canonry of Westminster, vacant owing to the death of the Rt. Rev. William Boyd Carpenter, D.D., K.C.V.O. It is understood that Dr. Barnes will not retain the Mastership of the Temple with his new preferment, though there is, says the *Times*, a modern precedent in Dr. Vaughan, who held the Mastership with the Deanery of Llandaff for some years.

In a trial before him at the Central Criminal Court last Saturday, the Recorder said that he had repeatedly protested against a practice which had sprung up in that Court in quite recent years in the case of well-known convicts for counsel to put the question, "Is not he a mechanic, or a cabinet-maker? Is not he a dealer in jewellery?" when all the time counsel knew that the man was a convict. It was done for the purpose of deceiving the jury, and it was a most improper proceeding. In his opinion it was a gross abuse of the privileges of counsel.

At the Central Criminal Court on the 11th inst., the Common Serjeant, says the *Times*, in passing upon a man charged with bigamy the nominal sentence of one day's imprisonment, said that the man's wife had been in a lunatic asylum for ten years. Some people in this country—God-fearing, law-abiding people—had advocated, and still advocated, that such a terrible thing as lunacy should be in law a ground for divorce. It was no part of his province to say whether that amendment ought or ought not to be made, but in considering the sentence it was a matter which, of course, he took into serious consideration. He could not feel that there was any moral stain in what the defendant had done.

The Home Secretary, after consulting the presiding Judge in the Court of Criminal Appeal, has advised the remission of the sentences of corporal punishment passed upon two Canadian soldiers, James Swenson and Anton Frank Caba, who were sentenced to seven years' penal servitude at the Chelmsford Assizes for shopbreaking and robbery with violence. They appealed against the sentence, and in the Court of Criminal Appeal on 9th December it was altered, the Court directing that each of the men should be flogged with twenty strokes of the cat-o'-nine-tails, and should also be imprisoned for twelve months. At the time of the offence the men were stationed at Purfleet. They broke into a shop and stole a quantity of goods, and on the same night robbed with violence the mate of a barge which was lying in the river off Grays.

At Bow-street Police Court on the 13th inst., says the *Times*, Mr. Garrett resumed the hearing of the case in which Wheateley Charles Arnold, of Canfield-gardens, Hampstead, formerly practising as a solicitor, is charged under the Larceny Act with various acts of fraud and misappropriation. Further evidence was taken with reference to the alleged conversion by the defendant to his own use of various sums

of money entrusted to him by the late Mrs. H. J. Marley, of Teddington. Among the witnesses examined was Hilda Marley, Mrs. Marley's adopted daughter, who said that she was eighteen years of age, and was now at a school at Guildford. After Mrs. Marley's death she lived for some time with the defendant and his wife, who were her guardians. She knew that Mrs. Marley left her the furniture in her house, and that she had bought for her certain shares, and also some war loans. It was not until some time after Mrs. Marley's death that she knew of the furniture and the securities mentioned having been sold and the money spent by Mr. and Mrs. Arnold. She was told of it by Mr. Marley, the late Mrs. Marley's brother-in-law. She signed the various transfers of share certificates by the defendant's directions, but did not know at the time what they referred to. Mrs. Arnold was very kind to her, and she (the witness) was very fond of Mrs. Arnold and trusted her. She also trusted Mr. Arnold. In cross-examination, the witness said that it was not until 1911 that she knew that Mrs. Marley was not her mother. She learned of it through her real mother, Mrs. Birch, coming down to Teddington and claiming her. She knew that Mrs. Marley was very anxious that none of her money should go to Mrs. Birch. The hearing was again adjourned.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice SARGANT.
Monday, Dec. 23	Mr. Bixam	Mr. Syngé	Mr. Jolly	Mr. Church
Date	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.	Mr. Justice F. O. LAWRENCE.
Monday, Dec. 23	Mr. Farmer	Mr. Leach	Mr. Goldschmidt	Mr. Borrer

The Christmas Vacation will commence on Tuesday, the 24th day of December, 1918, and terminate on Monday, the 6th day of January, 1919, inclusive.

Winding-up Notices.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Dec. 13.

CILGWYN SLATE CO., LTD.—Creditors are required, on or before Jan 14, to send in their names and addresses, with particulars of their debts or claims, to Charles Crebbin, Lloyds Bank Chambers, Carnarvon, liquidator.

CROSBY TRADING CO., LTD.—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to George Lord, Capel House, New Broad St., liquidator.

MEXICAN PROPRIETARY EXPLORATION CO., LTD.—Creditors are required, on or before April 5, to send in their names and addresses, and the particulars of their debts or claims, to Wm H Stentif rd, 1, Broad at pl, liquidator.

MONTSEYVAN SLATE & SLAB QUARRY CO., LTD.—Creditors are required, on or before Jan 14, to send their names and addresses, with particulars of their debts or claims, to Charles Crebbin, Lloyds Bank Chambers, Carnarvon, liquidator.

MUSCAT WINE CO., LTD.—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to William Alfred Slade, 9, Old Jewry Chambers, liquidator.

RENATA HOTEL, LTD.—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to J J Kirk, 151, North St., Brighton, liquidator.

TAXIS (ACCRINGTON), LTD.—Creditors are required, on or before Jan 4, to send their names and addresses, and particulars of their debts or claims, to Edward Hope 20, Willow St., Accrington, liquidator.

UNITED KINGDOM COMMERCIAL TRAVELLERS PRINTING & PUBLISHING CO., LTD.—Creditors are required, on or before Dec 31, to send in their names and addresses, and particulars of their debts or claims, to Frederick Coyah and Fred Smith, 25, George St Hull, liquidators.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 17.

A. ELMES & CO., LTD.—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Ernest Mitchell, 9, Queen St, liquidator.

PATENT DEGREASING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 31, to send in their names and addresses, and particulars of their debts or claims, to Henry Hodgkinson Bobart, Gresham College, Birmingham St, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec. 13.

Corra Engineering Co., Ltd. English & Scottish Life Assurance Association.

Mexican Proprietary Exploration Co., Ltd. Larnie Electric Light Works, Ltd.

Muscat Wine Co., Ltd. Todd & Newman, Ltd.

W. Holmes & Son, Ltd. Taxis (Accrington), Ltd.

Walter Barnes, Ltd.

Sutton Citadel Co., Ltd.

London Gazette.—TUESDAY, Dec. 17.

Suspension Tyres, Ltd. North Stafford Hotel Co., Ltd.

A. Elmes & Co., Ltd. Grand Picture and Variety Theatre

Bernard & Howard, Ltd. Gillingham (Kent), Ltd.

W. R. M. Motors, Ltd. Minerals & Metals, Ltd.

Nigerian Plateau, Ltd. Berkhamstead Tenants, Ltd.

Margate Hoy Co., Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 13.

AUBIN, CHARLES, Brighton Jan 14 J K Nye & Donne, Brighton

BROWN, WILLIAM HENRY, Leatherhead, Surrey, builder Feb 1 Hart, Seales & Hoiges, Dorking

BUSAR, GEORGE, Clapham rd, Stockwell, Bootmaker Jan 10 Lewis Barnes & Co, 260, Walworth rd

CLIFFORD, HENRY, Southampton Jan 20 Waller & Thornback, Southampton

COULSELL, ELIZABETH JANE, Portsmouth Jan 14 Addison & Son, Portsmouth

CROSBY, EDWARD ARTHUR WILLSON, Sunbury on Thames Jan 16 Crose & Sons, 7, Lancaster pl

DALRYMPLE, LAURA CAROLINE, Hove Jan 11 Howard F Gates, Hove

DEBT, ANNETTE SUSAN ELLEN, Lee, Kent Jan 14 Johnson, Weatherall & Sturt, 7, King's Bench walk

DREYER, ROBERT PATRICKSON, Mercers rd, Holloway Jan 16 Crose & Sons, 7, Lancaster pl

ELLERINGTON, MARGARET ANNE, Scarborough Jan 18 Birdsall, Cross & Black, Scarborough

ESCOTT, GEORGE SPENCER, Old st, Hoster Jan 31 Eivy, Robb & Welch, 19, Bedford row

EYRE, VINCENT THOMAS JOSEPH, Nuneaton Jan 11 Witham, Roskell, Munster & Woid, 1, Gray's inn sq

FOSTER, EMMA, East Liss, Southampton Jan 20 Waller & Thornback, Southampton

FOX, DANIEL MAKINSON, Ormeau rd, Baywater Jan 20 Nisbet, Drew & Loughborough, 23, Austin Friars

GEORGE, ELIZABETH, Richards Castle, Hereford Jan 10 Weyman, Weyman & Estyn Jones, Ludlow

GRANTHAM, WILLIAM, Manchester Jan 31 Gardner, Son & Garner, Manchester

GRANON, CHARLES HERB RT, Leamington Spa Jan 27 Crother Davis, Leamington

GREENWOOD, DAVID PRIESTLEY CROWTHER, Layton, Blackpool Dec 31 Hugh Butcher, Blackpool

HAMILTON, ROBERT JESSOP, Liverpool, Physician Jan 18 Dawson & Co, 2, New sq

HARMAN, THOMAS, Shipdham, Norfolk, Farmer Jan 31 Girling, Ramsom & Prior, East Dereham

HARRIS, JESSIE ANNE MARIA, Altrincham Jan 15 E Lorimer Wilson, Manchester

HAYWOOD, MARY, Southampton Jan 20 Mallett & Martin, Southampton

HIGGINS, NEW ALFRED WILLIAM BUCKLE, Hertford Jan 31 Lowe & Co, 2, Temple gds

HIGGINS, THOMAS Tipton, Staffs Jan 10 Hayward & Co, Wolverhampton

HUMBLEY, WILLIAM LEHWIN, Gosport, Hants Jan 16 Crose & Sons, 7, Lancaster pl, Strand

HUNTER, ROBERT, Kingston upon Hull Jan 11 Middlemiss & Pearce, Hull

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